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

Jeffrey A. Meyers  
Commissioner

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June 5, 2017

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

**REQUESTED ACTION**

- (1) Authorize the Department of Health and Human Services, Bureau of Drug and Alcohol Services, to enter into amendments with the Vendors listed in the table below to continue to provide services for substance use disorder treatment and recovery support by extending the completion date from June 30, 2017 to September 30, 2017, and by increasing the price limitation by \$886,900 from \$8,964,600 to an amount not to exceed \$9,851,500, effective upon Governor and Executive Council approval.

Summary of Contract Vendors by Amounts:

Vendor	Current Budgeted Amount	Increase /Decrease Amount	Revised Budget Amount
Concord Hospital, Inc. Concord	\$72,700	\$10,100	\$82,800
Families First of the Greater Seacoast, Portsmouth	\$35,900	\$2,500	\$38,400
Goodwin Community Health	\$489,500	\$27,700	\$517,200
Grafton County Department of Corrections, North Haverhill	\$95,300	\$17,900	\$113,200
HALO Educational Systems, Canaan	\$678,400	\$10,800	\$689,200
Headrest, Inc., Lebanon	\$453,700	\$62,700	\$516,400
Horizons Counseling Center, Inc., Gilford	\$239,900	\$14,400	\$254,300
Manchester Alcoholism Rehabilitation Center, Manchester	\$973,300	\$0	\$973,300
National Council on Alcoholism and Drug Dependency/Greater Manchester, Manchester	\$2,409,100	\$0	\$2,409,100
Phoenix Houses of New England, Providence Rhode Island	\$1,497,600	\$176,900	\$1,674,500
South Eastern New Hampshire Alcohol and Drug Abuse Services, Dover	\$1,455,800	\$287,200	\$1,743,000
Tri-County Community Action Program, Inc. Berlin	\$460,400	\$257,200	\$717,600
The Youth Council, Nashua	\$103,000	\$19,500	\$122,500
<b>Total</b>	<b>\$8,964,600</b>	<b>\$886,900</b>	<b>\$9,851,500</b>

- (2) Authorize the Department of Health and Human Services, Bureau of Drug and Alcohol Services, to enter into a **retroactive** amendment with the Vendor listed in the table below to reallocate existing funds among existing service provisions, retroactive to April 1, 2017, to meet higher than anticipated service utilization for substance use disorder treatment and recovery support, and to continue to provide these services by extending the completion date from June 30, 2017 to September 30, 2017, and by increasing the price limitation by \$75,000 from \$357,600 to an amount not to exceed \$432,600, effective upon Governor and Executive Council approval.

Vendor	Current Budgeted Amount	Increase /Decrease Amount	Revised Budget Amount
Families in Transition, Manchester	\$357,600	\$75,000	\$432,600
<b>Total</b>	<b>\$357,600</b>	<b>\$75,000</b>	<b>\$432,600</b>

- (3) Authorize the Department of Health and Human Services, Bureau of Drug and Alcohol Services, to enter into a **retroactive sole source** amendment with the Vendor listed in the table below to provide additional funding and expand the service provisions to meet higher than anticipated service utilization for substance use disorder treatment and recovery support retroactive to December 1, 2016, and to continue to provide these services by extending the completion date from June 30, 2017 to September 30, 2017, and by increasing the price limitation by \$1,010,920 from \$3,734,500 to an amount not to exceed \$4,745,420, effective upon Governor and Executive Council approval.

Vendor	Current Budgeted Amount	Increase /Decrease Amount	Revised Budget Amount
Greater Nashua Council on Alcoholism, Inc., Nashua	\$3,734,500	\$1,010,920	\$4,745,420
<b>Total</b>	<b>\$3,734,500</b>	<b>\$1,010,920</b>	<b>\$4,745,420</b>

The original contracts were approved by Governor and Executive Council on March 23, 2016 (Item #6), except for the contract with Goodwin Community Health, which was approved on June 1, 2016 (Item #12). Amendments to the contracts were approved by Governor and Executive Council on June 29, 2016 (Item #25), except for the contract with Tri-County Community Action, Inc., which was amended and approved on June 15, 2016 (Late Item #A1). An additional amendment to the contract with Families in Transition was approved on September 21, 2016 (Item #5A). The source of funds for these actions are: 69% Federal, 17% General, and 14% Other Funds.

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

**Please see attached financial details.**

**EXPLANATION**

The tables provided in the three Requested Actions represent a total of fifteen contracts with fifteen vendors that provide substance use disorder treatment and recovery support services statewide. These Requested Actions, if approved, amend and extend thirteen of the fifteen contracts for an additional three month period. Similar amendments, for the contracts with the Manchester Alcoholism Rehabilitation Center and the National Council on Alcoholism and Drug Dependency/Greater Manchester, have been approved by Governor and Executive Council on June 7, 2017 (Item # 19A).

In Requested Action (2), approval to **retroactively** amend the contract is requested to ensure the vendor is appropriately compensated for the services it delivered to individuals who sought and received substance use disorder treatment and recovery support services. The current agreement anticipated a different level of service utilization than what was actually experienced. The agreement includes a fee-for-service structure in which several services include limits that were projected based on anticipated utilization. This vendor has provided services within its existing contract price limitation; the adjustments requested retroactive to April 1, 2017 will support reallocation within the services that were actually delivered and in the quantity delivered.

In Requested Action (3), approval to **retroactively** amend the contract is requested to ensure the vendor is appropriately compensated for the services it delivered to individuals who sought and received substance use disorder treatment and recovery support services, and for the expenses incurred by the vendor to facilitate the Safe Station operation in Nashua. The current agreement anticipated a different level of service utilization than what was actually experienced. Due to the success of the Safe Station operation, more individuals experiencing a Substance Use Disorder sought and received crisis services and entered treatment. As noted above, these agreements include a fee-for-service structure in which several services include limits that were projected based on anticipated utilization. This vendor provided critical services to individuals but the unanticipated high utilization levels depleted funding levels for some services beginning in December 2016. Additionally, the scope of services associated with facilitating the Safe Station program requires that additional provisions be incorporated into the agreement. It is for this reason that **sole source** has been identified as part of the Requested Action.

These amendments are part of the Department's overall strategy to respond to the opioid epidemic that continues to negatively impact New Hampshire's individuals, families, and communities as well as to respond to other types of substance use disorders. In 2015, New Hampshire experienced 439 deaths from drug overdoses; in 2016 that number rose to 478. The amendments, if approved, will allow the Contractors to continue to provide substance use disorder treatment and recovery support services for an additional three months, by exercising a renewal option that was included in the original contracts approved by Governor and Executive Council on March 23, 2016. The statewide experience in providing these critically needed services since contract inception demonstrates the complexities of anticipating and delivering services needed at the local level while facing the opioid epidemic and incorporating the many service options involved in treatment and recovery. This experience has informed the future direction of providing substance use disorder treatment and recovery services and as a result, the Department issued a new Request for Proposals for these services on April 3, 2017. The Department intends to issue new contracts resulting from this new procurement prior to the expiration of these extensions.

These contractors were selected through a competitive bid process.

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

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

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

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

Area served: Statewide.

Source of Funds: 69% Federal Funds from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, CFDA #93.959, Federal Award Identification Number TI010035, and 17% General Funds, and 14% Other Funds from the Governor's Commission on Alcohol and Other Drug Abuse Prevention, Intervention and Treatment.

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

Respectfully submitted,



Katja S. Fox  
Director

Approved by:



Jeffery A. Meyers  
Commissioner

Attachment A  
Financial Details

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

Concord Hospital, Inc (Vendor #177653 B014)

PO #1049631

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

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

PO #1049664

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

Goodwin Community Health (Vendor #156668 B001)

PO #1050600

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

County of Grafton (Vendor #177397 B003)

PO #1049790

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

Greater Nashua Council on Alcoholism (Vendor #166574 B001)

PO #1049796

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$89,628	\$0	\$89,628
2017	102-500734	Contracts for Prog Svc	\$470,547	\$222,770	\$693,317
<b>Sub-total</b>			<b>\$560,175</b>	<b>\$222,770</b>	<b>\$782,945</b>

HALO Ed Systems (Vendor #230732 B001)

PO #1049791

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

Attachment A  
Financial Details

Headrest, Inc (Vendor #175226 B001)

PO #1049792

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

Horizons Counseling Center, Inc (Vendor #156808 B001)

PO #1049793

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

Manchester Alcoholism Rehabilitation Center (Vendor #177204 B005)

PO #1049794

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$15,439	\$0	\$15,439
2017	102-500734	Contracts for Prog Svc	\$223,656	\$0	\$223,656
<b>Sub-total</b>			\$239,095	\$0	\$239,095

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

PO #1049796

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$34,296	\$0	\$34,296
2017	102-500734	Contracts for Prog Svc	\$482,654	\$0	\$482,654
<b>Sub-total</b>			\$516,950	\$0	\$516,950

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

PO #1049798

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

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

PO #1049802

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

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

PO #1049799

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

Attachment A  
Financial Details

The Youth Council (Vendor #154886 B001)

PO #1049800

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$2,215	\$0	\$2,215
2017	102-500734	Contracts for Prog Svc	\$11,630	\$0	\$11,630
<b>Sub-total</b>			\$13,845	\$0	\$13,845
<b>Total Gov. Comm</b>			<b><u>\$2,134,709</u></b>	<b><u>\$222,770</u></b>	<b><u>\$2,357,479</u></b>

**05-95-49-491510-2990 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES 80% Federal Funds, 20% General Funds FAIN TI010035 CFDA 93.959**

Concord Hospital, Inc (Vendor #177653 B014)

PO #1049631

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

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

PO #1049664

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

Families in Transition (Vendor #157730 B001)

PO #1049663

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

Goodwin Community Health (Vendor #156668 B001)

PO #1050600

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

County of Grafton (Vendor #177397 B003)

PO #1049790

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

Attachment A  
Financial Details

Greater Nashua Council on Alcoholism (Vendor #166574 B001)

PO #1049796

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

HALO Ed Systems (Vendor #230732 B001)

PO #1049791

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

Headrest, Inc (Vendor #175226 B001)

PO #1049792

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

Horizons Counseling Center, Inc (Vendor #156808 B001)

PO #1049793

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

Manchester Alcoholism Rehabilitation Center (Vendor #177204 B005)

PO #1049794

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

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

PO #1049796

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

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

PO #1049798

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



Attachment A  
Financial Details

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

PO #1049802

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

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

PO #1049799

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

The Youth Council (Vendor #154886 B001)

PO #1049800

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

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

Concord Hospital, Inc (Vendor #177653 B014)

PO #1049631

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2018	102-500734	Contracts for Prog Svc	\$0	\$1,515	\$1,515
<b>Sub-total</b>			\$0	\$1,515	\$1,515

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

PO #1049664

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2018	102-500734	Contracts for Prog Svc	\$0	\$375	\$375
<b>Sub-total</b>			\$0	\$375	\$375

Attachment A  
Financial Details

Families in Transition (Vendor #157730 B001)

PO #1049663

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2018	102-500734	Contracts for Prog Svc	\$0	\$11,250	\$11,250
<b>Sub-total</b>			<b>\$0</b>	<b>\$11,250</b>	<b>\$11,250</b>

Goodwin Community Health (Vendor #156668 B001)

PO #1050600

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2018	102-500734	Contracts for Prog Svc	\$0	\$4,155	\$4,155
<b>Sub-total</b>			<b>\$0</b>	<b>\$4,155</b>	<b>\$4,155</b>

County of Grafton (Vendor #177397 B003)

PO #1049790

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2018	102-500734	Contracts for Prog Svc	\$0	\$2,685	\$2,685
<b>Sub-total</b>			<b>\$0</b>	<b>\$2,685</b>	<b>\$2,685</b>

Attachment A  
Financial Details

Greater Nashua Council on Alcoholism (Vendor #166574 B001)

PO #1049796

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2018	102-500734	Contracts for Prog Svc	\$0	\$118,223	\$118,223
<b>Sub-total</b>			\$0	\$118,223	\$118,223

HALO Ed Systems (Vendor #230732 B001)

PO #1049791

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2018	102-500734	Contracts for Prog Svc	\$0	\$1,620	\$1,620
<b>Sub-total</b>			\$0	\$1,620	\$1,620

Headrest, Inc (Vendor #175226 B001)

PO #1049792

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2018	102-500734	Contracts for Prog Svc	\$0	\$9,405	\$9,405
<b>Sub-total</b>			\$0	\$9,405	\$9,405

Horizons Counseling Center, Inc (Vendor #156808 B001)

PO #1049793

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2018	102-500734	Contracts for Prog Svc	\$0	\$2,160	\$2,160
<b>Sub-total</b>			\$0	\$2,160	\$2,160

Manchester Alcoholism Rehabilitation Center (Vendor #177204 B005)

PO #1049794

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

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

PO #1049796

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

Attachment A  
Financial Details

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

PO #1049798

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2018	102-500734	Contracts for Prog Svc	\$0	\$26,535	\$26,535
<b>Sub-total</b>			\$0	\$26,535	\$26,535

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

PO #1049802

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2018	102-500734	Contracts for Prog Svc	\$0	\$43,080	\$43,080
<b>Sub-total</b>			\$0	\$43,080	\$43,080

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

PO #1049799

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2018	102-500734	Contracts for Prog Svc	\$0	\$38,580	\$38,580
<b>Sub-total</b>			\$0	\$38,580	\$38,580

The Youth Council (Vendor #154886 B001)

PO #1049800

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2018	102-500734	Contracts for Prog Svc	\$0	\$2,925	\$2,925
<b>Sub-total</b>			\$0	\$2,925	\$2,925
<b>Total Gov. Comm</b>			<b><u>\$86,835</u></b>	<b><u>\$262,508</u></b>	<b><u>\$349,343</u></b>

**05-95-92-920510-3384 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES 80% Federal Funds, 20% General Funds FAIN T1010035 CFDA 93.959**

Concord Hospital, Inc (Vendor #177653 B014)

PO #1049631

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2018	102-500734	Contracts for Prog Svc	\$0	\$8,585	\$8,585
<b>Sub-total</b>			\$0	\$8,585	\$8,585

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

PO #1049664

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2018	102-500734	Contracts for Prog Svc	\$0	\$2,125	\$2,125
<b>Sub-total</b>			\$0	\$2,125	\$2,125

Families in Transition (Vendor #157730 B001)

PO #1049663

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2018	102-500734	Contracts for Prog Svc	\$0	\$63,750	\$63,750
<b>Sub-total</b>			\$0	\$63,750	\$63,750

Attachment A  
Financial Details

Goodwin Community Health (Vendor #156668 B001)

PO #1050600

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2018	102-500734	Contracts for Prog Svc	\$0	\$23,545	\$23,545
<b>Sub-total</b>			\$0	\$23,545	\$23,545

County of Grafton (Vendor #177397 B003)

PO #1049790

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2018	102-500734	Contracts for Prog Svc	\$0	\$15,215	\$15,215
<b>Sub-total</b>			\$0	\$15,215	\$15,215

Greater Nashua Council on Alcoholism (Vendor #166574 B001)

PO #1049796

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2018	102-500734	Contracts for Prog Svc	\$0	\$669,927	\$669,927
<b>Sub-total</b>			\$0	\$669,927	\$669,927

HALO Ed Systems (Vendor #230732 B001)

PO #1049791

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2018	102-500734	Contracts for Prog Svc	\$0	\$9,180	\$9,180
<b>Sub-total</b>			\$0	\$9,180	\$9,180

Headrest, Inc (Vendor #175226 B001)

PO #1049792

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2018	102-500734	Contracts for Prog Svc	\$0	\$53,295	\$53,295
<b>Sub-total</b>			\$0	\$53,295	\$53,295

Horizons Counseling Center, Inc (Vendor #156808 B001)

PO #1049793

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2018	102-500734	Contracts for Prog Svc	\$0	\$12,240	\$12,240
<b>Sub-total</b>			\$0	\$12,240	\$12,240

Manchester Alcoholism Rehabilitation Center (Vendor #177204 B005)

PO #1049794

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

Attachment A  
Financial Details

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

PO #1049796

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

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

PO #1049798

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2018	102-500734	Contracts for Prog Svc	\$0	\$150,365	\$150,365
<b>Sub-total</b>			\$0	\$150,365	\$150,365

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

PO #1049802

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2018	102-500734	Contracts for Prog Svc	\$0	\$244,120	\$244,120
<b>Sub-total</b>			\$0	\$244,120	\$244,120

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

PO #1049799

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2018	102-500734	Contracts for Prog Svc	\$0	218620	\$218,620
<b>Sub-total</b>			\$0	\$218,620	\$218,620

The Youth Council (Vendor #154886 B001)

PO #1049800

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2018	102-500734	Contracts for Prog Svc	\$0	\$16,575	\$16,575
<b>Sub-total</b>			\$0	\$16,575	\$16,575
<b>Total Clinical Svcs</b>			<b>\$492,065</b>	<b>\$1,487,542</b>	<b>\$1,979,607</b>
<b>Total Contract</b>			<b>\$13,056,700</b>	<b>\$1,972,820</b>	<b>\$15,029,520</b>

Attachment A  
Financial Details

Grand Total by Vendor					
PO	Vendors	Vendor #	Current Price Limitation	Increase/Decrease	New Price Limitation
PO #1049631	Concord Hospital, Inc. Concord	177653 B014	\$72,700	\$10,100	\$82,800
PO #1049664	Families First of the Greater Seacoast, Portsmouth	166629 B001	\$35,900	\$2,500	\$38,400
PO #1049663	Families in Transition, Manchester	157730 B001	\$357,600	\$75,000	\$432,600
PO #1050600	Goodwin Community Health	156668 B001	\$489,500	\$27,700	\$517,200
PO #1049790	Grafton County Department of Corrections, North Haverhill	177397 B003	\$95,300	\$17,900	\$113,200
PO #1049796	Greater Nashua Council on Alcoholism, Inc., Nashua	166574 B001	\$3,734,500	\$1,010,920	\$4,745,420
PO #1049791	HALO Educational Systems, Canaan	230732 B001	\$678,400	\$10,800	\$689,200
PO #1049792	Headrest, Inc., Lebanon	175226 B001	\$453,700	\$62,700	\$516,400
PO #1049793	Horizons Counseling Center, Inc., Gilford	156808 B001	\$239,900	\$14,400	\$254,300
PO #1049794	Manchester Alcoholism Rehabilitation Center, Manchester	177204 B005	\$973,300	\$0	\$973,300
PO #1049796	National Council on Alcoholism and Drug Dependency/Greater Manchester, Manchester	177265 R001	\$2,409,100	\$0	\$2,409,100
PO #1049798	Phoenix Houses of New England, Providence Rhode Island	177589 B001	\$1,497,600	\$176,900	\$1,674,500
PO #1049802	South Eastern New Hampshire Alcohol and Drug Abuse Services, Dover	155292 B001	\$1,455,800	\$287,200	\$1,743,000
PO #1049799	Tri-County Community Action Program, Inc. Berlin	177195 B009	\$460,400	\$257,200	\$717,600
PO #1049800	The Youth Council, Nashua	154886 B001	\$103,000	\$19,500	\$122,500
	Total		\$13,056,700	\$1,972,820	\$15,029,520



**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF INFORMATION TECHNOLOGY**  
 27 Hazen Dr., Concord, NH 03301  
 Fax: 603-271-1516 TDD Access: 1-800-735-2964  
[www.nh.gov/doit](http://www.nh.gov/doit)

**Denis Goulet**  
 Commissioner

June 8, 2017

Jeffrey A. Meyers, Commissioner  
 Department of Health and Human Services  
 State of New Hampshire  
 129 Pleasant Street  
 Concord, NH 03301

Dear Commissioner Meyers:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into contract amendments with the vendors listed in the table below to continue to provide services as described below and referenced as DoIT No. 2017-097.

List of Contract Vendors:

Concord Hospital, Inc. Concord
Families First of the Greater Seacoast, Portsmouth
Goodwin Community Health
Grafton County Department of Corrections, North Haverhill
HALO Educational Systems, Canaan
Headrest, Inc., Lebanon
Horizons Counseling Center, Inc., Gilford
Manchester Alcoholism Rehabilitation Center, Manchester
National Council on Alcoholism and Drug Dependency/Greater Manchester, Manchester
Phoenix Houses of New England, Providence Rhode Island
South Eastern New Hampshire Alcohol and Drug Abuse Services, Dover
Tri-County Community Action Program, Inc. Berlin
The Youth Council, Nashua
Families in Transition, Manchester
Greater Nashua Council on Alcoholism, Inc. Nashua

These fifteen amendments are to provide substance use disorder treatment and recovery support services statewide and are part of the Department's overall strategy to respond to the opioid epidemic that continues to impact negatively New Hampshire's individuals, families, and communities as well as to respond to other types of substance use disorders.



The price limitation is increased by \$1,972,820 from \$13,056,700 to an amount not to exceed \$15,029,520, and is extended from the completion date of June 30, 2017 to September 30, 2017, effective upon Governor and Council approval.

A copy of this letter should accompany the Department of Health and Human Services' submission to the Governor and Executive Council for approval.

Sincerely,

*for*   
Denis Goulet

DG/mh

DoIT #2017-097

cc: Bruce Smith, IT Manager, DoIT



43.1

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

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

This 2<sup>nd</sup> Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment 2") dated this 15<sup>th</sup> day of May, 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Concord Hospital, Inc. (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 250 Pleasant Street, Concord, NH 03301.

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

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

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

WHEREAS, the parties agree to extend the completion date of the agreement by three (3) months, and increase the price limitation.

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

1. General Provisions (Form P-37), Block 1.6, to add Account Numbers:  
05-095-092-920510-33820000-102-500734  
05-095-092-920510-33840000-102-500734
2. General Provisions (Form P-37), Block 1.7, to read September 30, 2017.
3. General Provisions (Form P-37), Block 1.8, to increase Price Limitation to read: \$82,800.
4. General Provisions (Form P-37), Block 1.9, to read Jonathan V. Gallo, Esq., Interim Director of Contracts and Procurement.
5. General Provisions (Form P-37), Block 1.10 to read 603-271-9246.
6. Add to Exhibit A, Section 1.3 to read:
  - 1.3 Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennium.

*AMB*  
*5/14/17*



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

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

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

State of New Hampshire  
Department of Health and Human Services

5/25/17  
Date

[Signature]  
Katja S. Fox  
Director

Concord Hospital, Inc.

5/18/2017  
Date

[Signature]  
Name: Robert P. Steigmeyer  
Title: President + CEO

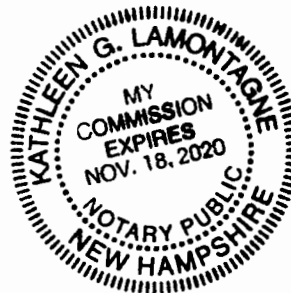
Acknowledgement of Contractor's signature:

State of NH, County of Merimack on 5/18/17, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

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

Kathleen Lamontagne  
Name and Title of Notary or Justice of the Peace

My Commission Expires: 11/18/20



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



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

OFFICE OF THE ATTORNEY GENERAL

6/5/17  
Date

[Signature]  
Name: John J. Conforti  
Title: Asst. Attorney General

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

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

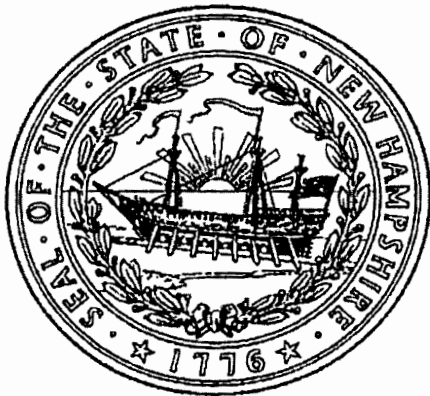
# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that CONCORD HOSPITAL, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on January 29, 1985. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 74948



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 21st day of April A.D. 2017.

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

William M. Gardner  
Secretary of State

**CERTIFICATE**

I, William Chapman, Secretary of Concord Hospital, Inc. do hereby certify:

- 1) I maintain and have custody of and am familiar with the seal and minute books of the corporation;
- 2) I am authorized to issue certificates with respect to the contents of such books and to affix such seal to such certificates;
- 3) The following is a true and complete copy of the resolution adopted by the board of trustees of the corporation at a meeting of that board on March 21, 2005 which meeting was held in accordance with the law of the state of incorporation and the bylaws of the corporation:

*The motion was made, seconded and the Board unanimously voted that the powers and duties of the President shall include the execution of all contracts and other legal documents on behalf of the corporation, unless some other person is specifically so designated by the Board, by law, or pursuant to the administrative policy addressing contract and expenditure approval levels.*

- 4) the foregoing resolution is in full force and effect, unamended, as of the date hereof; and
- 5) the following persons lawfully occupy the offices indicated below:

Robert P. Steigmeyer, President  
Scott W. Sloane, Chief Financial Officer

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Corporation this 18<sup>th</sup> day of May, 2017.

(Corporate seal)

William Chapman  
Secretary

State of:

County of:

On this, the 18<sup>th</sup> day of May, 2017, before me a notary public, the undersigned officer, personally appeared William Chapman, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.



Kathleen G. Samontagne  
Notary Public

My Commission expires: 11/18/20



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/20/2016

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

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

<b>PRODUCER</b> MARSH USA, INC. 99 HIGH STREET BOSTON, MA 02110 Attn: Boston.certrequest@Marsh.com  319078-CHS-gener-17-18	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b>	<b>FAX (A/C, No):</b>
	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> CAPITAL REGION HEALTHCARE CORPORATION & CONCORD HOSPITAL, INC. ATTN: JESSICA FANJOY 250 PLEASANT STREET CONCORD, NH 03301	<b>INSURER A :</b> Granite Shield Insurance Exchange	
	<b>INSURER B :</b>	
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:** NYC-007229110-35                      **REVISION NUMBER:1**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>  <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ. <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			GSIE-PRIM-2017-101	01/01/2017	01/01/2018	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$ 12,000,000
							PRODUCTS - COMP/OP AGG	\$
								\$
	<b>AUTOMOBILE LIABILITY</b>  <input type="checkbox"/> ANY AUTO <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> HIRED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE  <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N    N/A If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Professional Liability			GSIE-PRIM-2017-101	01/01/2017	01/01/2018	SEE ABOVE	

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
GENERAL LIABILITY AND PROFESSIONAL LIABILITY SHARE A COMBINED LIMIT OF 2,000,000/12,000,000. HOSPITAL PROFESSIONAL LIABILITY RETRO ACTIVE-DATE 6/24/1985.

<b>CERTIFICATE HOLDER</b>  NH DEPARTMENT OF HEALTH & HUMAN SERVICES 105 PLEASANT STREET CONCORD, NH 03301	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE of Marsh USA Inc.  Susan Molloy <i>Susan Molloy</i>
-----------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

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## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/7/2016

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

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

<b>PRODUCER License # 1780862</b> <b>HUB International New England</b> <b>299 Ballardvale Street</b> <b>Wilmington, MA 01887</b>	<b>CONTACT NAME:</b> Jessica Kelley	
	<b>PHONE (A/C, No, Ext):</b> (978) 661-6233	<b>FAX (A/C, No):</b>
<b>E-MAIL ADDRESS:</b> Jessica.Kelley@hubinternational.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A :</b> Safety National Casualty Corporation		<b>15105</b>
<b>INSURED</b>  <b>Capital Region Healthcare Corporation</b> <b>250 Pleasant Street</b> <b>Concord, NH 03301</b>	<b>INSURER B :</b>	
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	
	<b>INSURER G :</b>	

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	SP4053897	10/01/2015	10/01/2017	X PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

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

## CERTIFICATE HOLDER

## CANCELLATION

State of New Hampshire  
 Department of Labor  
 95 Pleasant Street  
 03301

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

AUTHORIZED REPRESENTATIVE

*John Zawilinski*



# Concord Hospital

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## **Mission Statement**

Concord Hospital is a charitable organization which exists to meet the health needs of individuals within the communities it serves.

It is the established policy of Concord Hospital to provide services on the sole basis of the medical necessity of such services as determined by the medical staff without reference to race, color, ethnicity, national origin, sexual orientation, marital status, religion, age, gender, disability or inability to pay for such services.

Revised and approved, Board of Trustees 9-24-12

## **Vision Statement**

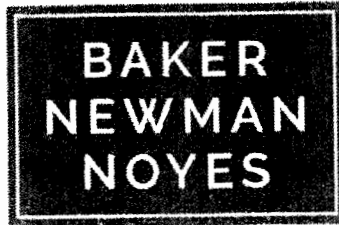
We exist only to serve patients and their families.

We enthusiastically and collectively engage with all those seeking and providing services to achieve an optimal healing environment.

We aggressively identify and apply new proven or promising technologies and therapies.

We manage the resources entrusted to us to assure a successful hospital for future generations.

We actively involve and participate with our community.



**Concord Hospital, Inc.  
and Subsidiaries**

Audited Consolidated Financial Statements

*Years Ended September 30, 2016 and 2015  
With Independent Auditors' Report*

# CONCORD HOSPITAL, INC. AND SUBSIDIARIES

Audited Consolidated Financial Statements

Years Ended September 30, 2016 and 2015

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**INDEPENDENT AUDITORS' REPORT**

The Board of Trustees  
Concord Hospital, Inc.

We have audited the accompanying consolidated financial statements of Concord Hospital, Inc. and Subsidiaries (the System), which comprise the consolidated balance sheets as of September 30, 2016 and 2015, and the related consolidated statements of operations, changes in net assets and cash flows for the years then ended, and the related notes to the consolidated financial statements.

*Management's Responsibility for the Consolidated Financial Statements*

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

*Auditors' Responsibility*

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

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

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

*Opinion*

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of the System as of September 30, 2016 and 2015, and the results of its operations, changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

*Baker Newman & Noyes LLC*

Manchester, New Hampshire  
January 6, 2017

**CONCORD HOSPITAL, INC. AND SUBSIDIARIES**

CONSOLIDATED BALANCE SHEETS

September 30, 2016 and 2015

ASSETS  
(In thousands)

	<u>2016</u>	<u>2015</u>
Current assets:		
Cash and cash equivalents	\$ 6,555	\$ 8,096
Short-term investments	19,512	7,395
Accounts receivable, less allowance for doubtful accounts of \$9,858 in 2016 and \$12,605 in 2015	52,693	55,104
Due from affiliates	270	325
Supplies	1,262	1,382
Prepaid expenses and other current assets	<u>4,760</u>	<u>5,945</u>
Total current assets	85,052	78,247
Assets whose use is limited or restricted:		
Board designated	260,287	251,927
Funds held by trustee for workers' compensation reserves and self-insurance escrows	14,328	11,282
Donor-restricted funds and restricted grants	<u>37,517</u>	<u>34,304</u>
Total assets whose use is limited or restricted	312,132	297,513
Other noncurrent assets:		
Due from affiliates, net of current portion	1,615	2,001
Other assets	<u>11,848</u>	<u>13,808</u>
Total other noncurrent assets	13,463	15,809
Property and equipment:		
Land and land improvements	7,003	5,878
Buildings	179,824	182,833
Equipment	235,334	226,193
Construction in progress	<u>16,413</u>	<u>12,515</u>
	438,574	427,419
Less accumulated depreciation	<u>(282,034)</u>	<u>(278,714)</u>
Net property and equipment	<u>156,540</u>	<u>148,705</u>
	<u>\$ 567,187</u>	<u>\$ 540,274</u>

LIABILITIES AND NET ASSETS  
(In thousands)

	<u>2016</u>	<u>2015</u>
Current liabilities:		
Short-term notes payable	\$ 459	\$ 2,412
Accounts payable and accrued expenses	30,104	29,742
Accrued compensation and related expenses	22,830	27,042
Accrual for estimated third-party payor settlements	22,459	14,323
Current portion of long-term debt	<u>8,570</u>	<u>8,337</u>
Total current liabilities	84,422	81,856
Long-term debt, net of current portion	85,399	94,045
Accrued pension and other long-term liabilities	<u>99,258</u>	<u>81,688</u>
Total liabilities	269,079	257,589
Net assets:		
Unrestricted	262,934	248,381
Temporarily restricted	15,293	14,860
Permanently restricted	<u>19,881</u>	<u>19,444</u>
Total net assets	298,108	282,685
	<u>\$ 567,187</u>	<u>\$ 540,274</u>

See accompanying notes.

**CONCORD HOSPITAL, INC. AND SUBSIDIARIES**

**CONSOLIDATED STATEMENTS OF OPERATIONS**

Years Ended September 30, 2016 and 2015

(In thousands)

	<u>2016</u>	<u>2015</u>
Unrestricted revenue and other support:		
Net patient service revenue, net of contractual allowances and discounts	\$434,961	\$438,572
Provision for doubtful accounts	<u>(17,251)</u>	<u>(16,839)</u>
Net patient service revenue less provision for doubtful accounts	417,710	421,733
Other revenue	20,998	23,599
Disproportionate share revenue	7,800	3,497
Net assets released from restrictions for operations	<u>1,232</u>	<u>1,648</u>
Total unrestricted revenue and other support	447,740	450,477
Operating expenses:		
Salaries and wages	208,274	193,080
Employee benefits	55,298	52,220
Supplies and other	87,060	81,719
Purchased services	29,297	64,046
Professional fees	4,678	3,491
Depreciation and amortization	24,535	24,437
Medicaid enhancement tax	19,679	12,800
Interest expense	<u>3,700</u>	<u>3,974</u>
Total operating expenses	<u>432,521</u>	<u>435,767</u>
Income from operations	15,219	14,710
Nonoperating income:		
Unrestricted gifts and bequests	251	204
Investment income and other	<u>27,497</u>	<u>11,386</u>
Total nonoperating income	<u>27,748</u>	<u>11,590</u>
Excess of revenues and nonoperating income over expenses	<u>\$ 42,967</u>	<u>\$ 26,300</u>

See accompanying notes.

**CONCORD HOSPITAL, INC. AND SUBSIDIARIES**

**CONSOLIDATED STATEMENTS OF CHANGES IN NET ASSETS**

Years Ended September 30, 2016 and 2015  
(In thousands)

	<u>2016</u>	<u>2015</u>
Unrestricted net assets:		
Excess of revenues and nonoperating income over expenses	\$ 42,967	\$ 26,300
Net unrealized losses on investments	(5,098)	(23,982)
Net transfers from affiliates	189	372
Net assets released from restrictions used for purchases of property and equipment	1,331	82
Pension adjustment	<u>(24,836)</u>	<u>(33,178)</u>
Increase (decrease) in unrestricted net assets	14,553	(30,406)
Temporarily restricted net assets:		
Restricted contributions and pledges	1,539	2,492
Restricted investment income	2,181	990
Contributions to affiliates and other community organizations	(184)	(140)
Net unrealized losses on investments	(540)	(1,841)
Net assets released from restrictions for operations	(1,232)	(1,648)
Net assets released from restrictions used for purchases of property and equipment	<u>(1,331)</u>	<u>(82)</u>
Increase (decrease) in temporarily restricted net assets	433	(229)
Permanently restricted net assets:		
Restricted contributions and pledges	319	182
Unrealized gains (losses) on trusts administered by others	<u>118</u>	<u>(581)</u>
Increase (decrease) in permanently restricted net assets	<u>437</u>	<u>(399)</u>
Increase (decrease) in net assets	15,423	(31,034)
Net assets, beginning of year	<u>282,685</u>	<u>313,719</u>
Net assets, end of year	<u>\$298,108</u>	<u>\$282,685</u>

See accompanying notes.



**CONCORD HOSPITAL, INC. AND SUBSIDIARIES**

**CONSOLIDATED STATEMENTS OF CASH FLOWS**

Years Ended September 30, 2016 and 2015

(In thousands)

	<u>2016</u>	<u>2015</u>
Cash flows from operating activities:		
Increase (decrease) in net assets	\$ 15,423	\$ (31,034)
Adjustments to reconcile increase (decrease) in net assets to net cash provided by operating activities:		
Restricted contributions and pledges	(1,858)	(2,674)
Depreciation and amortization	24,535	24,437
Net realized and unrealized (gains) losses on investments	(19,808)	16,731
Bond premium and issuance cost amortization	(75)	(46)
Provision for doubtful accounts	17,251	16,839
Equity in earnings of affiliates, net	(6,170)	(6,804)
Loss (gain) on disposal of property and equipment	163	(79)
Pension adjustment	24,836	33,178
Changes in operating assets and liabilities:		
Accounts receivable	(14,840)	(25,047)
Supplies, prepaid expenses and other current assets	1,305	43
Other assets	2,352	9,738
Due from affiliates	441	540
Accounts payable and accrued expenses	362	9,294
Accrued compensation and related expenses	(4,212)	1,213
Accrual for estimated third-party payor settlements	8,136	(710)
Accrued pension and other long-term liabilities	<u>(7,266)</u>	<u>(29,681)</u>
Net cash provided by operating activities	40,575	15,938
Cash flows from investing activities:		
Increase in property and equipment, net	(32,533)	(22,049)
Purchases of investments	(120,966)	(48,852)
Proceeds from sales of investments	113,592	48,801
Equity distributions from affiliates	<u>5,778</u>	<u>6,803</u>
Net cash used by investing activities	(34,129)	(15,297)
Cash flows from financing activities:		
Payments on long-term debt	(8,338)	(8,130)
Change in short-term notes payable	(1,953)	500
Restricted contributions and pledges	<u>2,304</u>	<u>2,132</u>
Net cash used by financing activities	<u>(7,987)</u>	<u>(5,498)</u>
Net decrease in cash and cash equivalents	(1,541)	(4,857)
Cash and cash equivalents at beginning of year	<u>8,096</u>	<u>12,953</u>
Cash and cash equivalents at end of year	<u>\$ 6,555</u>	<u>\$ 8,096</u>

See accompanying notes.

# CONCORD HOSPITAL, INC. AND SUBSIDIARIES

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2016 and 2015

(In thousands)

### 1. Description of Organization and Summary of Significant Accounting Policies

#### Organization

Concord Hospital, Inc., (the Hospital) located in Concord, New Hampshire, is a not-for-profit acute care hospital. The Hospital provides inpatient, outpatient, emergency care and physician services for residents within its geographic region. Admitting physicians are primarily practitioners in the local area. The Hospital is controlled by Capital Region Health Care Corporation (CRHC).

In 1985, the then Concord Hospital underwent a corporate reorganization in which it was renamed and became CRHC. At the same time, the Hospital was formed as a new entity. All assets and liabilities of the former hospital, now CRHC, with the exception of its endowments and restricted funds, were conveyed to the new Hospital. The endowments were held by CRHC for the benefit of the Hospital, which is the true party in interest. Effective October 1, 1999, CRHC transferred these funds to the Hospital.

In March 2009, Concord Hospital created The Concord Hospital Trust (the Trust), a separately incorporated, not-for-profit organization to serve as the Hospital's philanthropic arm. In establishing the Trust, the Hospital transferred philanthropic permanent and temporarily restricted funds, including board designated funds, endowments, indigent care funds and specific purpose funds, to the newly formed organization together with the stewardship responsibility to direct monies available to support the Hospital's charitable mission and reflect the specific intentions of the donors who made these gifts. Concord Hospital and the Trust constitute the Obligated Group at September 30, 2016 and 2015 to certain debt described in Note 6.

Subsidiaries of the Hospital include:

Capital Region Health Care Development Corporation (CRHCDC) is a not-for-profit real estate corporation that owns and operates medical office buildings and other properties.

Capital Region Health Ventures Corporation (CRHVC) is a not-for-profit corporation that engages in health care delivery partnerships and joint ventures. It operates ambulatory surgery and diagnostic facilities in cooperation with other entities.

CH/DHC, Inc. d/b/a Dartmouth-Hitchcock-Concord (CH/DHC) is a not-for-profit corporation that provides clinical medical services through a multi-specialty group practice. CH/DHC was formed under a joint agreement between the Hospital and DH-Concord. The joint agreement terminated effective September 30, 2015.

The Hospital, its subsidiaries and the Trust are collectively referred to as the System. The consolidated financial statements include the accounts of the Hospital, the Trust, CRHCDC, CRHVC and CH/DHC. All significant intercompany balances and transactions have been eliminated in consolidation.

# CONCORD HOSPITAL, INC. AND SUBSIDIARIES

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2016 and 2015

(In thousands)

### 1. Description of Organization and Summary of Significant Accounting Policies (Continued)

#### Use of Estimates

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

#### Concentration of Credit Risk

Financial instruments which subject the Hospital to credit risk consist primarily of cash equivalents, accounts receivable and investments. The risk with respect to cash equivalents is minimized by the Hospital's policy of investing in financial instruments with short-term maturities issued by highly rated financial institutions. The Hospital's accounts receivable are primarily due from third-party payors and amounts are presented net of expected contractual allowances and uncollectible amounts, including estimated uncollectible amounts from uninsured patients. The Hospital's investment portfolio consists of diversified investments, which are subject to market risk. The Hospital's investment in one fund, the Vanguard Institutional Index Fund, exceeded 10% of total Hospital investments as of September 30, 2016. The Hospital's investment in one fund, the State Street S&P 500 CTF, exceeded 10% of total Hospital investments as of September 30, 2015.

#### Cash and Cash Equivalents

Cash and cash equivalents include money market funds and secured repurchase agreements with original maturities of three months or less, excluding assets whose use is limited or restricted.

The Hospital maintains its cash in bank deposit accounts which, at times, may exceed federally insured limits. The Hospital has not experienced any losses on such accounts.

#### Supplies

Supplies are carried at the lower of cost, determined on a weighted-average method, or net realizable value.

#### Assets Whose Use is Limited or Restricted

Assets whose use is limited or restricted include assets held by trustees under workers' compensation reserves and self-insurance escrows, designated assets set aside by the Board of Trustees, over which the Board retains control and may, at its discretion, subsequently use for other purposes, and donor-restricted investments.

# CONCORD HOSPITAL, INC. AND SUBSIDIARIES

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2016 and 2015  
(In thousands)

### 1. Description of Organization and Summary of Significant Accounting Policies (Continued)

#### Investments and Investment Income

Investments are carried at fair value in the accompanying consolidated balance sheets. Investment income (including realized gains and losses on investments, interest and dividends) is included in the excess of revenues and nonoperating income over expenses unless the income is restricted by donor or law. Gains and losses on investments are computed on a specific identification basis. Unrealized gains and losses on investments are excluded from the excess of revenues and nonoperating income over expenses unless the investments are classified as trading securities or losses are considered other-than-temporary. Periodically, management reviews investments for which the market value has fallen significantly below cost and recognizes impairment losses where they believe the declines are other-than-temporary.

#### Beneficial Interest in Perpetual Trusts

The System has an irrevocable right to receive income earned on certain trust assets established for its benefit. Distributions received by the System are unrestricted. The System's interest in the fair value of the trust assets is included in assets whose use is limited and as permanently restricted net assets. Changes in the fair value of beneficial trust assets are reported as increases or decreases to permanently restricted net assets.

#### Investment Policies

The System's investment policies provide guidance for the prudent and skillful management of invested assets with the objective of preserving capital and maximizing returns. The invested assets include endowment, specific purpose and board designated (unrestricted) funds.

Endowment funds are identified as permanent in nature, intended to provide support for current or future operations and other purposes identified by the donor. These funds are managed with disciplined longer-term investment objectives and strategies designed to accommodate relevant, reasonable, or probable events.

Temporarily restricted funds are temporary in nature, restricted as to time or purpose as identified by the donor or grantor. These funds have various intermediate/long-term time horizons associated with specific identified spending objectives.

Board designated funds have various intermediate/long-term time horizons associated with specific spending objectives as determined by the Board of Trustees.

Management of these assets is designed to increase, with minimum risk, the inflation adjusted principal and income of the endowment funds over the long term. The System targets a diversified asset allocation that places emphasis on achieving its long-term return objectives within prudent risk constraints.

# CONCORD HOSPITAL, INC. AND SUBSIDIARIES

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2016 and 2015

(In thousands)

### 1. Description of Organization and Summary of Significant Accounting Policies (Continued)

#### Spending Policy for Appropriation of Assets for Expenditure

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

Spending policies may be adopted by the System, from time to time, to provide a stream of funding for the support of key programs. The spending policies are structured in a manner to ensure that the purchasing power of the assets is maintained while providing the desired level of annual funding to the programs. The System has a current spending policy on various funds currently equivalent to 5% of twelve-quarter moving average of the funds' total market value.

#### Accounts Receivable and the Allowance for Doubtful Accounts

Accounts receivable are reduced by an allowance for doubtful accounts. In evaluating the collectibility of accounts receivable, the System analyzes its past history and identifies trends for each of its major payor sources of revenue to estimate the appropriate allowance for doubtful accounts and provision for doubtful accounts. Management regularly reviews data about these major payor sources of revenue in evaluating the sufficiency of the allowance for doubtful accounts. For receivables associated with services provided to patients who have third-party coverage, the System analyzes contractually due amounts and provides an allowance for doubtful accounts and a provision for doubtful accounts, if necessary (for example, for expected uncollectible deductibles and copayments on accounts for which the third-party payor has not yet paid, or for payors who are known to be having financial difficulties that make the realization of amounts due unlikely). For receivables associated with self-pay patients (which includes both patients without insurance and patients with deductible and copayment balances due for which third-party coverage exists for part of the bill), the System records a provision for doubtful accounts in the period of service on the basis of its past experience, which indicates that many patients are unable or unwilling to pay the portion of their bill for which they are financially responsible. The difference between the standard rates (or the discounted rates if negotiated) and the amounts actually collected after all reasonable collection efforts have been exhausted is charged off against the allowance for doubtful accounts.

The System's allowance for doubtful accounts for self-pay patients represented 70% and 68% of self-pay accounts receivable at September 30, 2016 and 2015, respectively. The total provision for the allowance for doubtful accounts was \$17,251 and \$16,839 for the years ended September 30, 2016 and 2015, respectively. The System also allocates a portion of the allowance and provision for doubtful accounts to charity care, which is not recorded as revenue. The System's self-pay bad debt writeoffs increased \$614, from \$21,518 in 2015 to \$22,132 in 2016. The increase in bad debt writeoffs between 2016 and 2015 was primarily a result of certain shifts in payor mix.

# CONCORD HOSPITAL, INC. AND SUBSIDIARIES

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2016 and 2015  
(In thousands)

### 1. Description of Organization and Summary of Significant Accounting Policies (Continued)

#### Property and Equipment

Property and equipment is stated at cost at time of purchase, or at fair value at time of donation for assets contributed, less any reductions in carrying value for impairment and less accumulated depreciation. The System's policy is to capitalize expenditures for major improvements and charge maintenance and repairs currently for expenditures which do not extend the lives of the related assets. Depreciation is computed using the straight-line method in a manner intended to amortize the cost of the related assets over their estimated useful lives. For the years ended September 30, 2016 and 2015, depreciation expense was \$24,535 and \$24,437, respectively.

The System has also capitalized certain costs associated with property and equipment not yet in service. Construction in progress includes amounts incurred related to major construction projects, other renovations, and other capital equipment purchased but not yet placed in service. During 2016, the Hospital entered into various construction contracts totaling approximately \$9,600 for the construction of a new parking garage. Construction began in September 2016 and is expected to be completed in the spring of 2017. There was no interest capitalized during 2016 and 2015.

Gifts of long-lived assets such as land, buildings or equipment are reported as unrestricted support, and are excluded from the excess of revenues and nonoperating income over expenses, unless explicit donor stipulations specify how the donated assets must be used. Gifts of long-lived assets with explicit restrictions that specify how the assets are to be used, and gifts of cash or other assets that must be used to acquire long-lived assets, are reported as restricted support. Absent explicit donor stipulations about how long those long-lived assets must be maintained, expirations of donor restrictions are reported when the donated or acquired long-lived assets are placed in service.

#### Federal Grant Revenue and Expenditures

Revenues and expenses under federal grant programs are recognized as the grant expenditures are incurred.

#### Bond Issuance Costs/Original Issue Discount or Premium

Bond issuance costs incurred to obtain financing for construction and renovation projects and the original issue discount or premium are amortized to interest expense using the straight-line method, which approximates the effective interest method, over the life of the respective bonds. The original issue discount or premium and bond issuance costs are presented as a component of bonds payable.

#### Charity Care

The System provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates (Note 11). Because the System does not pursue collection of amounts determined to qualify as charity care, they are not reported as revenue. The System determines the costs associated with providing charity care by calculating a ratio of cost to gross charges, and then multiplying that ratio by the gross uncompensated charges associated with providing care to patients eligible for free care. Funds received from gifts and grants to subsidize charity services provided for the years ended September 30, 2016 and 2015 were approximately \$330 and \$473, respectively.

## CONCORD HOSPITAL, INC. AND SUBSIDIARIES

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2016 and 2015

(In thousands)

#### 1. Description of Organization and Summary of Significant Accounting Policies (Continued)

##### Temporarily and Permanently Restricted Net Assets

Gifts are reported as either temporarily or permanently restricted support if they are received with donor stipulations that limit the use of donated assets. Temporarily restricted net assets are those whose use has been limited by donors to a specific time period or purpose. When a donor restriction expires (when a stipulated time restriction ends or purpose restriction is accomplished), temporarily restricted net assets are reclassified as unrestricted net assets and reported as either net assets released from restrictions for operations (for noncapital related items) or as net assets released from restrictions used for purchases of property and equipment (capital related items). Permanently restricted net assets have been restricted by donors to be maintained in perpetuity.

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

##### Net Patient Service Revenue

The System has agreements with third-party payors that provide for payments to the System at amounts different from its established rates. Payment arrangements include prospectively determined rates per discharge, reimbursed costs, discounted charges, per diem payments and fee schedules. Net patient service revenue is reported at the estimated net realizable amounts from patients, third-party payors and others for services rendered, including estimated retroactive adjustments under reimbursement agreements with third-party payors. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and adjusted in future periods as final settlements are determined. Changes in these estimates are reflected in the financial statements in the year in which they occur. For the years ended September 30, 2016 and 2015, net patient service revenue in the accompanying consolidated statements of operations decreased by approximately \$500 and \$3,106, respectively, due to actual settlements and changes in assumptions underlying estimated future third-party settlements.

Revenues from the Medicare and Medicaid programs accounted for approximately 31% and 6% and 31% and 4% of the Hospital's net patient service revenue for the years ended September 30, 2016 and 2015, respectively. Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation.

The Hospital recognizes patient service revenue associated with services provided to patients who have third-party payor coverage on the basis of contractual rates for the services rendered. For uninsured patients, the Hospital provides a discount approximately equal to that of its largest private insurance payors. On the basis of historical experience, a significant portion of the Hospital's uninsured patients will be unable or unwilling to pay for the services provided. Thus, the Hospital records a significant provision for doubtful accounts related to uninsured patients in the period the services are provided.

# CONCORD HOSPITAL, INC. AND SUBSIDIARIES

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2016 and 2015  
(In thousands)

### 1. Description of Organization and Summary of Significant Accounting Policies (Continued)

#### Donor-Restricted Gifts

Unconditional promises to give cash and other assets to the System are reported at fair value at the date the promise is received. Conditional promises to give and intentions to give are reported at fair value at the date the condition is met. The gifts are reported as either temporarily or permanently restricted support if they are received with donor stipulations that limit the use of donated assets.

#### Excess of Revenues and Nonoperating Income Over Expenses

The System has deemed all activities as ongoing, major or central to the provision of health care services and, accordingly, they are reported as operating revenue and expenses, except for unrestricted contributions and pledges, the related philanthropy expenses and investment income which are recorded as nonoperating income.

The consolidated statements of operations also include excess of revenues and nonoperating income over expenses. Changes in unrestricted net assets which are excluded from excess of revenues and nonoperating income over expenses, consistent with industry practice, include the change in net unrealized gains and losses on investments other than trading securities or losses considered other than temporary, permanent transfers of assets to and from affiliates for other than goods and services, pension liability adjustments and contributions of long-lived assets (including assets acquired using contributions which by donor restriction were to be used for the purposes of acquiring such assets).

#### Estimated Workers' Compensation and Health Care Claims

The provision for estimated workers' compensation and health care claims includes estimates of the ultimate costs for both reported claims and claims incurred but not reported.

#### Income Taxes

The Hospital, CRHCDC, CRHVC, CH/DHC and the Trust are not-for-profit corporations as described in Section 501(c)(3) of the Internal Revenue Code, and are exempt from federal income taxes on related income pursuant to Section 501(a) of the Code. Management evaluated the System's tax positions and concluded the System has maintained its tax-exempt status, does not have any significant unrelated business income and had taken no uncertain tax positions that require adjustment to or disclosure in the accompanying consolidated financial statements.

#### Advertising Costs

The System expenses advertising costs as incurred, and such costs totaled approximately \$200 and \$214 for the years ended September 30, 2016 and 2015, respectively.



# CONCORD HOSPITAL, INC. AND SUBSIDIARIES

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2016 and 2015

(In thousands)

### 1. Description of Organization and Summary of Significant Accounting Policies (Continued)

#### Recent Accounting Pronouncements

In May 2014, the Financial Accounting Standards Board (FASB) issued ASU No. 2014-09, *Revenue from Contracts with Customers* (ASU 2014-09), which requires revenue to be recognized when promised goods or services are transferred to customers in amounts that reflect the consideration to which the System expects to be entitled in exchange for those goods and services. ASU 2014-09 will replace most existing revenue recognition guidance in U.S. GAAP when it becomes effective. ASU 2014-09 is effective for the System on October 1, 2018. ASU 2014-09 permits the use of either the retrospective or cumulative effect transition method. The System is evaluating the impact that ASU 2014-09 will have on its consolidated financial statements and related disclosures.

In April 2015, the FASB issued ASU No. 2015-03, *Interest – Imputation of Interest: Simplifying the Presentation of Debt Issuance Costs* (ASU 2015-03). ASU 2015-03 simplifies the presentation of debt issuance costs and requires that the debt issuance costs related to a recognized debt liability be presented in the balance sheet as a direct deduction from the carrying amount of that debt liability, consistent with debt discounts. ASU 2015-03 is effective for the System's fiscal year ending September 30, 2017 with early adoption permitted. The System has elected to implement ASU 2015-03 in its 2016 consolidated financial statements (with retroactive application to 2015) which is allowed under the pronouncement. The adoption of this pronouncement did not materially affect the consolidated financial statements. See Note 6.

In February 2016, the FASB issued ASU No. 2016-02, *Leases (Topic 842)* (ASU 2016-02). Under ASU 2016-02, at the commencement of a long-term lease, lessees will recognize a liability equivalent to the discounted payments due under the lease agreement, as well as an offsetting right-of-use asset. ASU 2016-02 is effective for the System on October 1, 2019, with early adoption permitted. Lessees (for capital and operating leases) must apply a modified retrospective transition approach for leases existing at, or entered into after, the beginning of the earliest comparative period presented in the financial statements. The modified retrospective approach would not require any transition accounting for leases that expired before the earliest comparative period presented. Lessees may not apply a full retrospective transition approach. The System is currently evaluating the impact of the pending adoption of ASU 2016-02 on the System's consolidated financial statements.

In August 2016, the FASB issued ASU No. 2016-14, *Presentation of Financial Statements for Not-for-Profit Entities (Topic 958)* (ASU 2016-14). Under ASU 2016-14, the existing three-category classification of net assets (i.e., unrestricted, temporarily restricted and permanently restricted) will be replaced with a simplified model that combines temporarily restricted and permanently restricted into a single category called "net assets with donor restrictions". ASU 2016-14 also enhances certain disclosures regarding board designations, donor restrictions and qualitative information regarding management of liquid resources. In addition to reporting expenses by functional classifications, ASU 2016-14 will also require the financial statements to provide information about expenses by their nature, along with enhanced disclosures about the methods used to allocate costs among program and support functions. ASU 2016-14 is effective for the System's fiscal year ending September 30, 2019, with early adoption permitted. The System is currently evaluating the impact of the pending adoption of ASU 2016-14 on the System's consolidated financial statements.

# CONCORD HOSPITAL, INC. AND SUBSIDIARIES

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2016 and 2015  
(In thousands)

### 1. **Description of Organization and Summary of Significant Accounting Policies (Continued)**

#### Reclassifications

Certain 2015 amounts have been reclassified to permit comparison with the 2016 consolidated financial statements presentation format.

#### Subsequent Events

Management of the System evaluated events occurring between the end of the System's fiscal year and January 6, 2017, the date the consolidated financial statements were available to be issued.

### 2. **Transactions With Affiliates**

The System provides funds to CRHC and its affiliates which are used for a variety of purposes. The System records the transfer of funds to CRHC and the other affiliates as either receivables or directly against net assets, depending on the intended use and repayment requirements of the funds. Generally, funds transferred for start-up costs of new ventures or capital related expenditures are recorded as charges against net assets. For the years ended September 30, 2016 and 2015, transfers made to CRHC were \$(129) and \$(77), respectively, and transfers received from Capital Region Health Services Corporation (CRHSC) were \$318 and \$449, respectively.

A brief description of affiliated entities is as follows:

- CRHSC is a for-profit provider of health care services, including an eye surgery center and assisted living facility.
- Concord Regional Visiting Nurse Association, Inc. and Subsidiary (CRVNA) provides home health care services.
- Riverbend, Inc. provides behavioral health services.

Amounts due the System, primarily from joint ventures, totaled \$1,885 and \$2,326 at September 30, 2016 and 2015, respectively. Amounts have been classified as current or long-term depending on the intentions of the parties involved. Beginning in 1999, the Hospital began charging interest on a portion of the receivables (\$851 and \$892 at September 30, 2016 and 2015, respectively) with principal and interest (6.75% at September 30, 2016) payments due monthly. Interest income amounted to \$59 and \$62 for the years ended September 30, 2016 and 2015, respectively.

Contributions to affiliates and other community organizations from temporarily restricted net assets were \$184 and \$140 in 2016 and 2015, respectively.

**CONCORD HOSPITAL, INC. AND SUBSIDIARIES**

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2016 and 2015

(In thousands)

**3. Investments and Assets Whose Use is Limited or Restricted**

Short-term investments totaling \$19,512 and \$7,395 at September 30, 2016 and 2015, respectively, are comprised primarily of cash and cash equivalents. Assets whose use is limited or restricted are carried at fair value and consist of the following at September 30:

	<u>2016</u>	<u>2015</u>
Board designated funds:		
Cash and cash equivalents	\$ 625	\$ 7,694
Fixed income securities	25,139	32,547
Marketable equity and other securities	214,931	194,948
Inflation-protected securities	<u>19,592</u>	<u>16,738</u>
	260,287	251,927
Held by trustee for workers' compensation reserves:		
Fixed income securities	4,024	3,803
Health insurance and other escrow funds:		
Cash and cash equivalents	1,682	960
Fixed income securities	1,783	1,337
Marketable equity securities	<u>6,839</u>	<u>5,182</u>
	10,304	7,479
Donor-restricted funds and restricted grants:		
Cash and cash equivalents	5,189	3,392
Fixed income securities	<u>2,075</u>	<u>2,607</u>
Marketable equity securities	17,739	15,737
Inflation-protected securities	1,615	1,341
Trust funds administered by others	10,607	10,489
Other	<u>292</u>	<u>738</u>
	<u>37,517</u>	<u>34,304</u>
	<u>\$312,132</u>	<u>\$297,513</u>

Included in marketable equity and other securities above are \$133,944 and \$111,063 at September 30, 2016 and 2015, respectively, in so called alternative investments. See also Note 14.

**CONCORD HOSPITAL, INC. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

September 30, 2016 and 2015  
(In thousands)

**3. Investments and Assets Whose Use is Limited or Restricted (Continued)**

Investment income, net realized gains and losses and net unrealized gains and losses on assets whose use is limited or restricted, cash and cash equivalents, and other investments are as follows at September 30:

	<u>2016</u>	<u>2015</u>
Unrestricted net assets:		
Interest and dividends	\$ 3,505	\$ 3,885
Investment income from trust funds administered by others	567	546
Net realized gains on sales of investments	<u>23,408</u>	<u>8,955</u>
	27,480	13,386
Restricted net assets:		
Interest and dividends	261	272
Net realized gains on sales of investments	<u>1,920</u>	<u>718</u>
	<u>2,181</u>	<u>990</u>
	<u>\$29,661</u>	<u>\$ 14,376</u>
Net unrealized (losses) gains on investments:		
Unrestricted net assets	\$ (5,098)	\$ (23,982)
Temporarily restricted net assets	(540)	(1,841)
Permanently restricted net assets	<u>118</u>	<u>(581)</u>
	<u>\$ (5,520)</u>	<u>\$ (26,404)</u>

In compliance with the System's spending policy, portions of investment income and related fees are recognized in other operating revenue on the accompanying consolidated statements of operations. Investment income reflected in other operating revenue was \$1,695 and \$1,709 in 2016 and 2015, respectively.

Investment management fees expensed and reflected in nonoperating income were \$858 and \$896 for the years ended September 30, 2016 and 2015, respectively.

The following summarizes the Hospital's gross unrealized losses and fair values, aggregated by investment category and length of time that individual securities have been in a continuous unrealized loss position at September 30, 2016 and 2015:

	<u>Less Than 12 Months</u>		<u>12 Months or Longer</u>		<u>Total</u>	
	<u>Fair Value</u>	<u>Unrealized Losses</u>	<u>Fair Value</u>	<u>Unrealized Losses</u>	<u>Fair Value</u>	<u>Unrealized Losses</u>
<u>2016</u>						
Marketable equity securities	\$ 1,830	\$ (86)	\$26,503	\$ (9,538)	\$28,333	\$ (9,624)
Fund-of-funds	<u>7,785</u>	<u>(215)</u>	<u>33,978</u>	<u>(2,703)</u>	<u>41,763</u>	<u>(2,918)</u>
	<u>\$ 9,615</u>	<u>\$ (301)</u>	<u>\$60,481</u>	<u>\$ (12,241)</u>	<u>\$70,096</u>	<u>\$ (12,542)</u>

**CONCORD HOSPITAL, INC. AND SUBSIDIARIES**

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2016 and 2015

(In thousands)

**3. Investments and Assets Whose Use is Limited or Restricted (Continued)**

	<u>Less Than 12 Months</u>		<u>12 Months or Longer</u>		<u>Total</u>	
	<u>Fair Value</u>	<u>Unrealized Losses</u>	<u>Fair Value</u>	<u>Unrealized Losses</u>	<u>Fair Value</u>	<u>Unrealized Losses</u>
<u>2015</u>						
Marketable equity securities	\$32,230	\$ (3,745)	\$28,960	\$ (10,675)	\$ 61,190	\$ (14,420)
Fund-of-funds	<u>19,073</u>	<u>(1,158)</u>	<u>31,712</u>	<u>(4,865)</u>	<u>50,785</u>	<u>(6,023)</u>
	<u>\$51,303</u>	<u>\$ (4,903)</u>	<u>\$60,672</u>	<u>\$ (15,540)</u>	<u>\$111,975</u>	<u>\$ (20,443)</u>

In evaluating whether investments have suffered an other-than-temporary decline, based on input from outside investment advisors, management evaluated the amount of the decline compared to cost, the length of time and extent to which fair value has been less than cost, the underlying creditworthiness of the issuer, the fair values exhibited during the year, estimated future fair values and the System's intent and ability to hold the security until a recovery in fair value or maturity. Based on evaluations of the underlying issuers' financial condition, current trends and economic conditions, management believes there are no securities that have suffered an other-than-temporary decline in value at September 30, 2016 and 2015.

**4. Defined Benefit Pension Plan**

The System has a noncontributory defined benefit pension plan (the Plan), covering all eligible employees of the System and subsidiaries. The Plan provides benefits based on an employee's years of service, age and the employee's compensation over those years. The System's funding policy is to contribute annually the amount needed to meet or exceed actuarially determined minimum funding requirements of the *Employee Retirement Income Security Act of 1974* (ERISA).

The System accounts for its defined benefit pension plan under ASC 715, *Compensation Retirement Benefits*. This Statement requires entities to recognize an asset or liability for the overfunded or underfunded status of their benefit plans in their financial statements.

The following table summarizes the Plan's funded status at September 30, 2016 and 2015:

	<u>2016</u>	<u>2015</u>
Funded status:		
Fair value of plan assets	\$ 185,404	\$ 165,053
Projected benefit obligation	<u>(270,534)</u>	<u>(229,888)</u>
	<u>\$ (85,130)</u>	<u>\$ (64,835)</u>
Activities for the year consist of:		
Benefit payments and administrative expenses	\$ 9,230	\$ 7,562
Net periodic benefit cost	12,460	10,590

**CONCORD HOSPITAL, INC. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

September 30, 2016 and 2015  
(In thousands)

**4. Defined Benefit Pension Plan (Continued)**

The table below presents details about the System's defined benefit pension plan, including its funded status, components of net periodic benefit cost, and certain assumptions used in determining the funded status and cost:

	<u>2016</u>	<u>2015</u>
Change in benefit obligation:		
Benefit obligation at beginning of year	\$229,888	\$199,121
Service cost	9,836	9,562
Interest cost	10,761	9,270
Actuarial loss	29,279	21,989
Benefit payments and administrative expenses paid	(9,230)	(7,562)
Plan amendment	<u>—</u>	<u>(2,492)</u>
Benefit obligation at end of year	<u>\$270,534</u>	<u>\$229,888</u>
Change in plan assets:		
Fair value of plan assets at beginning of year	\$165,053	\$151,055
Actual return on plan assets	12,581	(5,440)
Employer contributions	17,000	27,000
Benefit payments and administrative expenses paid	<u>(9,230)</u>	<u>(7,562)</u>
Fair value of plan assets at end of year	<u>\$185,404</u>	<u>\$165,053</u>
Funded status and amount recognized in noncurrent liabilities at September 30	<u>\$ (85,130)</u>	<u>\$ (64,835)</u>

Amounts recognized as a change in unrestricted net assets during the years ended September 30, 2016 and 2015 consist of:

	<u>2016</u>	<u>2015</u>
Net actuarial loss	\$30,715	\$39,736
Net amortized loss	(6,155)	(4,099)
Prior service credit amortization	276	33
Plan amendment	<u>—</u>	<u>(2,492)</u>
Total amount recognized	<u>\$24,836</u>	<u>\$33,178</u>

In June 2015, the plan was amended effective January 1, 2016 to change the factors used to convert a cash balance account into a monthly annuity, expand eligibility for the lump payment option and modify eligibility for an annual cash balance pay credit. These changes were reflected within the projected benefit obligation at September 30, 2015. Also in 2015, the System began to use the RP-2015 mortality tables, which in general have longer life expectancies than the older tables used, which had an impact on the projected benefit obligation.

**CONCORD HOSPITAL, INC. AND SUBSIDIARIES**

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2016 and 2015

(In thousands)

**4. Defined Benefit Pension Plan (Continued)**

*Pension Plan Assets*

The fair values of the System's pension plan assets as of September 30, 2016 and 2015, by asset category are as follows (see Note 14 for level definitions). In accordance with ASU 2015-07, certain investments that are measured using the net value per share practical expedient have not been classified in the fair value hierarchy.

	<u>2016</u>	<u>2015</u>
	<u>Level 1</u>	<u>Level 1</u>
Short-term investments:		
Money market funds	\$ 11,328	\$ 12,036
Equity securities:		
Common stocks	9,251	8,244
Mutual funds – international	13,879	16,770
Mutual funds – domestic	38,471	7,682
Mutual funds – natural resources	4,662	3,439
Mutual funds – inflation hedge	6,369	–
Fixed income securities:		
Mutual funds – REIT	449	680
Mutual funds – fixed income	<u>21,527</u>	<u>23,321</u>
	105,936	72,172
Funds measured at net asset value:		
Equity securities:		
Common collective trust	–	27,873
Funds-of-funds	74,753	54,601
Fixed income securities:		
Funds-of-funds	4,715	4,367
Hedge funds:		
Inflation hedge	<u>–</u>	<u>6,040</u>
Total investments at fair value	<u>\$185,404</u>	<u>\$165,053</u>

The target allocation for the System's pension plan assets as of September 30, 2016 and 2015, by asset category are as follows:

	<u>2016</u>		<u>2015</u>	
	<u>Target</u>	<u>Percentage</u>	<u>Target</u>	<u>Percentage</u>
	<u>Allocation</u>	<u>of Plan</u>	<u>Allocation</u>	<u>of Plan</u>
		<u>Assets</u>		<u>Assets</u>
Short-term investments	0-20%	6%	0-20%	7%
Equity securities	40-80%	79	40-80%	71
Fixed income securities	5-80%	15	5-80%	18
Other	0-30%	–	0-30%	4

**CONCORD HOSPITAL, INC. AND SUBSIDIARIES**

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2016 and 2015  
(In thousands)

**4. Defined Benefit Pension Plan (Continued)**

The funds-of-funds are invested with twelve investment managers and have various restrictions on redemptions. Five of the managers holding amounts totaling approximately \$38 million at September 30, 2016 allow for monthly redemptions, with notices ranging from 6 to 15 days. Five managers holding amounts totaling approximately \$33 million at September 30, 2016 allow for quarterly redemptions, with notices ranging from 45 to 65 days. One of the managers holding amounts of approximately \$5 million at September 30, 2016 allows for annual redemptions, with a notice of 90 days. One of the managers holding amounts of approximately \$4 million at September 30, 2016 allows for redemptions on a three year rolling basis, with a notice of 60 days. There is also a special redemption provision that allows 10% of the investment to be redeemed annually on March 1, with a notice of 30 days. Certain funds also may include a fee estimated to be equal to the cost the fund incurs in converting investments to cash (ranging from 0.5% to 1.5%) or are subject to certain lock periods.

The System considers various factors in estimating the expected long-term rate of return on plan assets. Among the factors considered include the historical long-term returns on plan assets, the current and expected allocation of plan assets, input from the System's actuaries and investment consultants, and long-term inflation assumptions. The System's expected allocation of plan assets is based on a diversified portfolio consisting of domestic and international equity securities, fixed income securities, and real estate.

The System's investment policy for its pension plan is to balance risk and returns using a diversified portfolio consisting primarily of high quality equity and fixed income securities. To accomplish this goal, plan assets are actively managed by outside investment managers with the objective of optimizing long-term return while maintaining a high standard of portfolio quality and proper diversification. The System monitors the maturities of fixed income securities so that there is sufficient liquidity to meet current benefit payment obligations. The System's Investment Committee provides oversight of the plan investments and the performance of the investment managers.

Amounts included in expense during fiscal 2016 and 2015 consist of:

	<u>2016</u>	<u>2015</u>
Components of net periodic benefit cost:		
Service cost	\$ 9,836	\$ 9,562
Interest cost	10,761	9,270
Expected return on plan assets	(14,016)	(12,307)
Amortization of prior service credit and loss	<u>5,879</u>	<u>4,065</u>
Net periodic benefit cost	<u>\$ 12,460</u>	<u>\$ 10,590</u>



**CONCORD HOSPITAL, INC. AND SUBSIDIARIES**

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2016 and 2015  
(In thousands)

**4. Defined Benefit Pension Plan (Continued)**

The accumulated benefit obligations for the plan at September 30, 2016 and 2015 were \$259,477 and \$217,825, respectively.

	<u>2016</u>	<u>2015</u>
Weighted average assumptions to determine benefit obligation:		
Discount rate	4.03%	4.78%
Rate of compensation increase	2.00	2.00
Weighted average assumptions to determine net periodic benefit cost:		
Discount rate	4.78%	4.78%
Expected return on plan assets	7.75	8.00
Cash balance credit rate	5.00	5.00
Rate of compensation increase	2.00	2.00

In selecting the long-term rate of return on plan assets, the System considered the average rate of earnings expected on the funds invested or to be invested to provide for the benefits of the plan. This included considering the plan's asset allocation and the expected returns likely to be earned over the life of the plan, as well as the historical returns on the types of assets held and the current economic environment.

The loss and prior service credit amount expected to be recognized in net periodic benefit cost in 2017 are as follows:

Actuarial loss	\$ 8,457	
Prior service credit	(276)	
		<u>\$ 8,181</u>

The System funds the pension plan and no contributions are made by employees. The System funds the plan annually by making a contribution of at least the minimum amount required by applicable regulations and as recommended by the System's actuary. However, the System may also fund the plan in excess of the minimum required amount.

Cash contributions in subsequent years will depend on a number of factors including performance of plan assets. However, the System expects to fund \$16,000 in cash contributions to the plan for the 2017 plan year.

Benefit payments, which reflect expected future service, as appropriate, are expected to be paid as follows:

<u>Year Ended September 30</u>	<u>Pension Benefits</u>
2017	\$ 11,924
2018	12,703
2019	13,727
2020	15,545
2021	16,401
2022 – 2026	93,941

## CONCORD HOSPITAL, INC. AND SUBSIDIARIES

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2016 and 2015  
(In thousands)

#### 5. Estimated Third-Party Payor Settlements

The System has agreements with third-party payors that provide for payments to the System at amounts different from its established rates. A summary of the payment arrangements with major third-party payors follows:

##### Medicare

Inpatient and outpatient services rendered to Medicare program beneficiaries are primarily paid at prospectively determined rates. These rates vary according to a patient classification system that is based on clinical diagnosis and other factors. In addition to this, the System is also reimbursed for medical education and other items which require cost settlement and retrospective review by the fiscal intermediary. Accordingly, the System files an annual cost report with the Medicare program after the completion of each fiscal year to report activity applicable to the Medicare program and to determine any final settlements.

The physician practices are reimbursed on a fee screen basis.

##### Medicaid Enhancement Tax and Disproportionate Share Payment

Under the State of New Hampshire's (the State) tax code, the State imposes a Medicaid Enhancement Tax (MET) equal to 5.45% of net patient service revenues in State fiscal year 2016 and 5.5% of net patient service revenues in State fiscal year 2015, with certain exclusions. The amount of tax incurred by the System for 2016 and 2015 was \$19,679 and \$12,800, respectively.

In the fall of 2010, in order to remain in compliance with stated federal regulations, the State of New Hampshire adopted a new approach related to Medicaid disproportionate share funding (DSH) retroactive to July 1, 2010. Unlike the former funding method, the State's approach led to a payment that was not directly based on, and did not equate to, the level of tax imposed. As a result, the legislation created some level of losses at certain New Hampshire hospitals, while other hospitals realized gains. DSH payments from the State are recorded within unrestricted revenue and other support and amounted to \$7,800 in 2016 and \$3,497 in 2015, net of reserves referenced below.

The Centers for Medicare and Medicaid Services (CMS) has completed audits of the State's program and the disproportionate share payments made by the State in 2011 and 2012, the first years that those payments reflected the amount of uncompensated care provided by New Hampshire hospitals. It is possible that subsequent years will also be audited by CMS. The System has recorded reserves to address its potential exposure based on the audit results to date.

##### Medicaid

Inpatient services rendered to Medicaid program beneficiaries are paid at prospectively determined rates per discharge. Outpatient services rendered to Medicaid program beneficiaries are reimbursed under fee schedules and cost reimbursement methodologies subject to various limitations or discounts. The Hospital is reimbursed at a tentative rate with final settlement determined after submission of annual cost reports by the Hospital and audits thereof by the Medicaid program.

The physician practices are reimbursed on a fee screen basis.

**CONCORD HOSPITAL, INC. AND SUBSIDIARIES**

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2016 and 2015  
(In thousands)

**5. Estimated Third-Party Payor Settlements (Continued)**

*Other*

The System has also entered into payment agreements with certain commercial insurance carriers and health maintenance organizations. The basis for payment to the System under these agreements includes prospectively determined rates per discharge, discounts from established charges, and prospectively determined rates.

The accrual for estimated third-party payor settlements reflected on the accompanying consolidated balance sheets represents the estimated net amounts to be paid under reimbursement contracts with the Centers for Medicare and Medicaid Services (Medicare), the New Hampshire Department of Welfare (Medicaid) and any commercial payors with settlement provision. Settlements for the Hospital have been finalized through 2013 for Medicare and Medicaid.

**6. Long-Term Debt and Notes Payable**

Long-term debt consists of the following at September 30, 2016 and 2015:

	<u>2016</u>	<u>2015</u>
2.0% to 5.0% New Hampshire Health and Education Facilities Authority (NHHEFA) Revenue Bonds, Concord Hospital Issue, Series 2013A; due in annual installments, including principal and interest ranging from \$1,543 to \$3,555 through 2043, including unamortized original issue premium of \$3,187 in 2016 and \$3,308 in 2015	\$ 44,332	\$ 45,538
1.71% fixed rate NHHEFA Revenue Bonds, Concord Hospital Issue, Series 2013B; due in annual installments, including principal and interest ranging from \$1,860 to \$3,977 through 2024	20,436	24,024
1.3% to 5.6% NHHEFA Revenue Bonds, Concord Hospital Issue, Series 2011; due in annual installments, including principal and interest ranging from \$2,737 to \$5,201 through 2026, including unamortized original issue premium of \$194 in 2016 and \$213 in 2015	<u>30,109</u>	<u>33,793</u>
	94,877	103,355
Less unamortized bond issuance costs	(908)	(973)
Less current portion	<u>(8,570)</u>	<u>(8,337)</u>
	<u>\$ 85,399</u>	<u>\$ 94,045</u>

In February 2013, \$48,631 (including an original issue premium of \$3,631) of NHHEFA Revenue Bonds, Concord Hospital Issue, Series 2013A, were issued to assist in the funding of a significant facility improvement project and to advance refund the Series 2001 NHHEFA Hospital Revenue Bonds. The facility improvement project included enhancements to the System's power plant, renovation of certain nursing units, expansion of the parking capacity at the main campus and various other routine capital expenditures and miscellaneous construction, renovation and improvements of the System's facilities.

# CONCORD HOSPITAL, INC. AND SUBSIDIARIES

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2016 and 2015  
(In thousands)

### 6. Long-Term Debt and Notes Payable (Continued)

In March 2011, \$49,795 of NHHEFA Revenue Bonds, Concord Hospital Issue, Series 2011, were issued to assist in the funding of a significant facility improvement project and pay off the Series 1996 Revenue Bonds. The project included expansion and renovation of various Hospital departments, infrastructure upgrades, and acquisition of capital equipment.

Substantially all the property and equipment relating to the aforementioned construction and renovation projects, as well as subsequent property and equipment additions thereto, and a mortgage lien on the facility, are pledged as collateral for the Series 2011 and 2013A and B Revenue Bonds. In addition, the gross receipts of the Hospital are pledged as collateral for the Series 2011 and 2013A and B Revenue Bonds. The most restrictive financial covenants require a 1.10 to 1.0 ratio of aggregate income available for debt service to total annual debt service and a day's cash on hand ratio of 75 days. The Hospital was in compliance with its debt covenants at September 30, 2016 and 2015.

The obligations of the Hospital under the Series 2013A and B and Series 2011 Revenue Bond Indentures are not guaranteed by any of the subsidiaries or affiliated entities.

Interest paid on long-term debt amounted to \$3,731 and \$3,934 for the years ended September 30, 2016 and 2015, respectively.

The aggregate principal payments on long-term debt for the next five fiscal years ending September 30 and thereafter are as follows:

2017	\$ 8,570
2018	8,822
2019	9,061
2020	7,385
2021	5,186
Thereafter	<u>52,472</u>
	<u>\$91,496</u>

### 7. Commitments and Contingencies

#### Malpractice Loss Contingencies

Prior to February 1, 2011, the System was insured against malpractice loss contingencies under claims-made insurance policies. A claims-made policy provides specific coverage for claims made during the policy period. The System maintained excess professional and general liability insurance policies to cover claims in excess of liability retention levels. The System has established reserves to cover professional liability exposures for incurred but unpaid or unreported claims. The amounts of the reserves total \$1,911 and \$2,033 at September 30, 2016 and 2015, respectively, and are reflected in the accompanying consolidated balance sheets within accrued pension and other long-term liabilities. The possibility exists, as a normal risk of doing business, that malpractice claims in excess of insurance coverage may be asserted against the System.

## CONCORD HOSPITAL, INC. AND SUBSIDIARIES

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2016 and 2015  
(In thousands)

#### 7. Commitments and Contingencies (Continued)

Effective February 1, 2011, the System insures its medical malpractice risks through a multiprovider captive insurance company under a claims-made insurance policy. Premiums paid are based upon actuarially determined amounts to adequately fund for expected losses. At September 30, 2016, there were no known malpractice claims outstanding for the System which, in the opinion of management, will be settled for amounts in excess of insurance coverage, nor were there any unasserted claims or incidents which required loss accruals. The captive retains and funds up to actuarial expected loss amounts, and obtains reinsurance at various attachment points for individual and aggregate claims in excess of funding in accordance with industry practices. At September 30, 2016, the System's interest in the captive represents approximately 58% of the captive. The System accounts for its investments in the captive under the equity method since control of the captive is shared equally between the participating hospitals. The System has recorded its interest in the captive's equity, totaling approximately \$3,100 and \$427 at September 30, 2016 and 2015, respectively, in other noncurrent assets on the accompanying consolidated balance sheets. Changes in the System's interest are included in nonoperating income on the accompanying consolidated statements of operations.

In accordance with ASU No. 2010-24, "Health Care Entities" (Topic 954): *Presentation of Insurance Claims and Related Insurance Recoveries*, at September 30, 2016 and 2015, the Hospital recorded a liability of approximately \$3,100 and \$7,700, respectively, related to estimated professional liability losses. At September 30, 2016 and 2015, the Hospital also recorded a receivable of \$3,100 and \$7,700, respectively, related to estimated recoveries under insurance coverage for recoveries of the potential losses. These amounts are included in accrued pension and other long-term liabilities and other assets, respectively, on the consolidated balance sheets.

#### Workers' Compensation

The Hospital maintains workers' compensation insurance under a self-insurance plan. The plan offers, among other provisions, certain specific and aggregate stop-loss coverage to protect the Hospital against excessive losses. The Hospital has employed independent actuaries to estimate the ultimate costs, if any, of the settlement of such claims. Accrued workers' compensation losses of \$2,447 and \$2,202 at September 30, 2016 and 2015, respectively, have been discounted at 3% (both years) and, in management's opinion, provide an adequate reserve for loss contingencies. A trustee held fund has been established as a reserve under the plan. Assets held in trust totaled \$4,024 and \$3,803 at September 30, 2016 and 2015, respectively, and is included in assets whose use is limited or restricted in the accompanying consolidated balance sheets.

#### Litigation

The System is involved in litigation and regulatory investigations arising in the ordinary course of business. After consultation with legal counsel, management estimates that these matters will be resolved without material adverse effect on the System's financial position, results of operations or cash flows.

# CONCORD HOSPITAL, INC. AND SUBSIDIARIES

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2016 and 2015  
(In thousands)

### 7. Commitments and Contingencies (Continued)

#### Health Insurance

The System has a self-funded health insurance plan. The plan is administered by an insurance company which assists in determining the current funding requirements of participants under the terms of the plan and the liability for claims and assessments that would be payable at any given point in time. The System recognizes revenue for services provided to employees of the System during the year. The System is insured above a stop-loss amount of \$440 on individual claims. Estimated unpaid claims, and those claims incurred but not reported at September 30, 2016 and 2015, have been recorded as a liability of \$8,174 and \$6,508, respectively, and are reflected in the accompanying consolidated balance sheets within accounts payable and accrued expenses.

#### Operating Leases

The System has various operating leases relative to its office and offsite locations. Future annual minimum lease payments under noncancellable lease agreements as of September 30, 2016 are as follows:

Year Ending September 30:	
2017	\$ 4,938
2018	4,482
2019	3,908
2020	3,538
2021	3,258
Thereafter	<u>19,018</u>
	<u>\$39,142</u>

Rent expense was \$5,862 and \$8,127 for the years ended September 30, 2016 and 2015, respectively.

### 8. Temporarily and Permanently Restricted Net Assets

Temporarily restricted net assets are available for the following purposes at September 30:

	<u>2016</u>	<u>2015</u>
Health education and program services	\$ 13,655	\$ 12,988
Capital acquisitions	1,099	997
Indigent care	270	188
For periods after September 30 of each year	<u>269</u>	<u>687</u>
	<u>\$15,293</u>	<u>\$14,860</u>

**CONCORD HOSPITAL, INC. AND SUBSIDIARIES**

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2016 and 2015  
(In thousands)

**8. Temporarily and Permanently Restricted Net Assets**

Income on the following permanently restricted net asset funds is available for the following purposes at September 30:

	<u>2016</u>	<u>2015</u>
Health education and program services	\$17,115	\$16,726
Capital acquisitions	803	803
Indigent care	1,811	1,810
For periods after September 30 of each year	<u>152</u>	<u>105</u>
	<u>\$19,881</u>	<u>\$19,444</u>

**9. Patient Service and Other Revenue**

Net patient service revenue for the years ended September 30 is as follows:

	<u>2016</u>	<u>2015</u>
Gross patient service charges:		
Inpatient services	\$ 446,448	\$ 425,655
Outpatient services	552,939	553,999
Physician services	156,870	142,521
Less charitable services	<u>(8,789)</u>	<u>(14,869)</u>
	1,147,468	1,107,306
Less contractual allowances and discounts:		
Medicare	393,940	380,166
Medicaid	114,502	119,387
Other	<u>204,335</u>	<u>198,495</u>
	<u>712,777</u>	<u>698,048</u>
Total Hospital net patient service revenue (net of contractual allowances and discounts)	434,691	409,258
Other entities	<u>270</u>	<u>29,314</u>
	<u>\$ 434,961</u>	<u>\$ 438,572</u>

**CONCORD HOSPITAL, INC. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

September 30, 2016 and 2015  
(In thousands)

**9. Patient Service and Other Revenue (Continued)**

An estimated breakdown of patient service revenue, net of contractual allowances, discounts and provision for doubtful accounts recognized in 2016 and 2015 from these major payor sources, is as follows for the Hospital. The provision for doubtful accounts for subsidiaries of the Hospital was not significant in 2016 and 2015.

	Hospital			
	Gross Patient Service Revenues	Contractual Allowances and Discounts	Provision for Doubtful Accounts	Net Patient Service Revenues Less Provision for Doubtful Accounts
<u>2016</u>				
Private payors (includes coinsurance and deductibles)	\$ 459,683	\$(204,335)	\$ (7,864)	\$247,484
Medicaid	139,999	(114,502)	-	25,497
Medicare	525,644	(393,940)	(2,237)	129,467
Self-pay	<u>22,142</u>	<u>-</u>	<u>(7,488)</u>	<u>14,654</u>
	<u>\$1,147,468</u>	<u>\$(712,777)</u>	<u>\$(17,589)</u>	<u>\$417,102</u>
<u>2015</u>				
Private payors (includes coinsurance and deductibles)	\$ 445,760	\$(198,495)	\$ (6,101)	\$241,164
Medicaid	133,988	(119,387)	(117)	14,484
Medicare	504,514	(380,166)	(1,682)	122,666
Self-pay	<u>23,044</u>	<u>-</u>	<u>(8,510)</u>	<u>14,534</u>
	<u>\$1,107,306</u>	<u>\$(698,048)</u>	<u>\$(16,410)</u>	<u>\$392,848</u>

**Electronic Health Records Incentive Payments**

The CMS Electronic Health Records (EHR) incentive programs provide a financial incentive for the "meaningful use" of certified EHR technology to achieve health and efficiency goals. To qualify for incentive payments, eligible organizations must successfully demonstrate meaningful use of certified EHR technology through various stages defined by CMS. Revenue totaling \$99 and \$1,258 associated with these meaningful use attestations was recorded as other revenue for the years ended September 30, 2016 and 2015, respectively. In addition, a receivable amount of \$526 was recorded within prepaid expenses and other current assets at September 30, 2015. There were no outstanding receivables at September 30, 2016.



**CONCORD HOSPITAL, INC. AND SUBSIDIARIES**

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2016 and 2015  
(In thousands)

**10. Functional Expenses**

The System provides general health care services to residents within its geographic location. Expenses related to providing these services are as follows for the years ended September 30:

	<u>2016</u>	<u>2015</u>
Health care services	\$314,591	\$328,916
General and administrative	70,016	65,640
Depreciation and amortization	24,535	24,437
Medicaid enhancement tax	19,679	12,800
Interest expense	<u>3,700</u>	<u>3,974</u>
	<u>\$432,521</u>	<u>\$435,767</u>

Fundraising related expenses were \$898 and \$829 for the years ended September 30, 2016 and 2015, respectively.

**11. Charity Care and Community Benefits (Unaudited)**

The Hospital maintains records to identify and monitor the level of charity care it provides. The Hospital provides traditional charity care, as well as other forms of community benefits. The estimated cost of all such benefits provided is as follows for the years ended September 30:

	<u>2016</u>	<u>2015</u>
Community health services	\$ 1,939	\$ 2,096
Health professions education	3,749	4,268
Subsidized health services	35,624	30,096
Research	94	94
Financial contributions	700	1,030
Community building activities	46	44
Community benefit operations	77	128
Charity care costs (see Note 1)	<u>3,807</u>	<u>6,132</u>
	<u>\$46,036</u>	<u>\$43,888</u>

In addition, the Hospital incurred estimated costs for services to Medicare and Medicaid patients in excess of the payment from these programs of \$82,669 and \$80,268 in 2016 and 2015, respectively.

# CONCORD HOSPITAL, INC. AND SUBSIDIARIES

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2016 and 2015  
(In thousands)

### 12. Concentration of Credit Risk

The Hospital grants credit without collateral to its patients, most of whom are local residents of southern New Hampshire and are insured under third-party payor agreements. The mix of gross receivables from patients and third-party payors as of September 30 is as follows:

	<u>2016</u>	<u>2015</u>
Patients	10%	13%
Medicare	33	33
Anthem Blue Cross	13	13
Cigna	4	5
Medicaid	16	13
Commercial	23	22
Workers' compensation	<u>1</u>	<u>1</u>
	<u>100%</u>	<u>100%</u>

### 13. Volunteer Services (Unaudited)

Total volunteer service hours received by the Hospital were approximately 22,000 in 2016 and 37,000 in 2015. The volunteers provide various nonspecialized services to the Hospital, none of which has been recognized as revenue or expense in the accompanying consolidated statements of operations.

### 14. Fair Value Measurements

Fair value of a financial instrument is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. In determining fair value, the System uses various methods including market, income and cost approaches. Based on these approaches, the System often utilizes certain assumptions that market participants would use in pricing the asset or liability, including assumptions about risk and or the risks inherent in the inputs to the valuation technique. These inputs can be readily observable, market corroborated, or generally unobservable inputs. The System utilizes valuation techniques that maximize the use of observable inputs and minimize the use of unobservable inputs. Based on the observability of the inputs used in the valuation techniques, the System is required to provide the following information according to the fair value hierarchy. The fair value hierarchy ranks the quality and reliability of the information used to determine fair values. Financial assets and liabilities carried at fair value will be classified and disclosed in one of the following three categories:

Level 1 – Valuations for assets and liabilities traded in active exchange markets, such as the New York Stock Exchange. Level 1 also includes U.S. Treasury and federal agency securities and federal agency mortgage-backed securities, which are traded by dealers or brokers in active markets. Valuations are obtained from readily available pricing sources for market transactions involving identical assets or liabilities.

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

**CONCORD HOSPITAL, INC. AND SUBSIDIARIES**

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2016 and 2015

(In thousands)

**14. Fair Value Measurements (Continued)**

Level 3 – Valuations for assets and liabilities that are derived from other valuation methodologies, including option pricing models, discounted cash flow models and similar techniques, and not based on market exchange, dealer or broker traded transactions. Level 3 valuations incorporate certain assumptions and projections in determining the fair value assigned to such assets or liabilities.

In determining the appropriate levels, the System performs a detailed analysis of the assets and liabilities. There have been no changes in the methodologies used at September 30, 2016 and 2015. In accordance with ASU 2015-07, certain investments that are measured using the net value per share practical expedient have not been classified in the fair value hierarchy.

The following presents the balances of assets measured at fair value on a recurring basis at September 30:

	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
<u>2016</u>				
Cash and cash equivalents	\$ 27,008	\$ –	\$ –	\$ 27,008
Fixed income securities	33,021	–	–	33,021
Marketable equity and other securities	105,565	–	–	105,565
Inflation-protected securities and other	21,499	–	–	21,499
Trust funds administered by others	<u>–</u>	<u>–</u>	<u>10,607</u>	<u>10,607</u>
	<u>\$187,093</u>	<u>\$ –</u>	<u>\$10,607</u>	197,700
Funds measured at net asset value:				
Marketable equity and other securities				<u>133,944</u>
				<u>\$331,644</u>
<u>2015</u>				
Cash and cash equivalents	\$ 19,441	\$ –	\$ –	\$ 19,441
Fixed income securities	40,294	–	–	40,294
Marketable equity and other securities	58,210	–	–	58,210
Inflation-protected securities and other	8,028	–	–	8,028
Trust funds administered by others	<u>–</u>	<u>–</u>	<u>10,489</u>	<u>10,489</u>
	<u>\$125,973</u>	<u>\$ –</u>	<u>\$10,489</u>	136,462
Funds measured at net asset value:				
Marketable equity and other securities				157,657
Inflation-protected securities and other				<u>10,789</u>
				<u>\$304,908</u>

The System's Level 3 investments consist of funds administered by others. The fair value measurement is based on significant unobservable inputs.

**CONCORD HOSPITAL, INC. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

September 30, 2016 and 2015  
(In thousands)

**14. Fair Value Measurements (Continued)**

Investments, in general, are exposed to various risks, such as interest rate, credit and overall market volatility. As such, it is reasonably possible that changes in the fair value of investments will occur in the near term and that such changes could materially affect the amounts reported in the accompanying consolidated balance sheets and statements of operations.

A reconciliation of the fair value measurements using significant unobservable inputs (Level 3) is as follows for 2016 and 2015:

	<u>Trust Funds Administered by Others</u>
Balance at September 30, 2014	\$ 11,070
Net realized and unrealized losses	<u>(581)</u>
Balance at September 30, 2015	10,489
Net realized and unrealized gains	<u>118</u>
Balance at September 30, 2016	<u>\$10,607</u>

The table below sets forth additional disclosures for investment funds (other than mutual funds) valued based on net asset value to further understand the nature and risk of the investments by category:

	<u>Fair Value</u>	<u>Unfunded Commit- ments</u>	<u>Redemption Frequency</u>	<u>Redemption Notice Period</u>
September 30, 2016:				
Funds-of-funds	\$ 64,234	\$ -	Monthly	6 - 15 days
Funds-of-funds	54,355	-	Quarterly	45 - 65 days*
Funds-of-funds	9,125	-	Annual	90 days
Funds-of-funds	6,230	-	Three year rolling	60 days**
September 30, 2015:				
Funds-of-funds	\$ 50,786	\$ -	Monthly	6 - 15 days
Funds-of-funds	51,056	-	Quarterly	45 - 65 days
Funds-of-funds	9,221	-	Annual	90 days

\* Certain funds are subject to a 1 year lock period before quarterly redemption can occur.

\*\* Subject to a 3 year rolling lock. This fund also has a special redemption right that allows the Hospital to liquidate 10% of the investment on March 1 of each year, with 30 days' notice.

## CONCORD HOSPITAL, INC. AND SUBSIDIARIES

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2016 and 2015

(In thousands)

#### 14. Fair Value Measurements (Continued)

##### Investment Strategies

##### Fixed Income Securities

The primary purpose of fixed income investments is to provide a highly predictable and dependable source of income, preserve capital, and reduce the volatility of the total portfolio and hedge against the risk of deflation or protracted economic contraction.

##### Marketable Equity and Other Securities

The primary purpose of marketable equity investments is to provide appreciation of principal and growth of income with the recognition that this requires the assumption of greater market volatility and risk of loss. The total marketable equity portion of the portfolio will be broadly diversified according to economic sector, industry, number of holdings and other characteristics including style and capitalization. The System may employ multiple equity investment managers, each of whom may have distinct investment styles. Accordingly, while each manager's portfolio may not be fully diversified, it is expected that the combined equity portfolio will be broadly diversified.

The System invests in other securities that are considered alternative investments that consist of limited partnership interests in investment funds, which, in turn, invest in diversified portfolios predominantly comprised of equity and fixed income securities, as well as options, futures contracts, and some other less liquid investments. Management has approved procedures pursuant to the methods in which the System values these investments at fair value, which ordinarily will be the amount equal to the pro-rata interest in the net assets of the limited partnership, as such value is supplied by, or on behalf of, each investment from time to time, usually monthly and/or quarterly by the investment manager.

System management is responsible for the fair value measurements of investments reported in the consolidated financial statements. Such amounts are generally determined using audited financial statements of the funds and/or recently settled transactions and is estimated using the net asset value per share of the fund. Because of inherent uncertainty of valuation of certain alternative investments, the estimate of the fund manager or general partner may differ from actual values, and differences could be significant. Management believes that reported fair values of its alternative investments at the balance sheet dates are reasonable.

##### Inflation-Protected Securities

The primary purpose of inflation-protected securities is to provide protection against the negative effects of inflation.

## CONCORD HOSPITAL, INC. AND SUBSIDIARIES

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2016 and 2015

(In thousands)

#### 14. Fair Value Measurements (Continued)

##### Fair Value of Other Financial Instruments

Other financial instruments consist of accounts and pledges receivable, accounts payable and accrued expenses, estimated third-party payor settlements, and long-term debt and notes payable. The fair value of all financial instruments other than long-term debt and notes payable approximates their relative book values as these financial instruments have short-term maturities or are recorded at amounts that approximate fair value. The fair value of the System's long-term debt and notes payable is estimated using discounted cash flow analyses, based on the System's current incremental borrowing rates for similar types of borrowing arrangements. The carrying value and fair value of the System's long-term debt and notes payable amounted to \$94,877 and \$112,762, respectively, at September 30, 2016, and \$103,355 and \$121,963, respectively, at September 30, 2015.

**Concord Hospital Board Of Trustees-2017**

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Sol Asmar- Vice Chair  
William Chapman Esq.- Secretary  
Robert Steigmeyer- President & CEO (ex-officio)  
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Philip Emma  
Peter Noordsij, MD  
Manisha Patel, DDS  
Muriel Schadee, CPA  
Robert Segal  
David Stevenson, MD  
Robert Thompson, MD  
Jeffrey Towle

# Monica L. Percy Edgar

## Education/Professional Certificates

1994 – 1998

Masters in Psychiatric Nursing - Rivier College, Nashua, NH.

Focus of practicum sites:

Hospital Consultation – Dartmouth Hitchcock Medical Center, Lebanon NH

Assessment and Individual/Group therapy with co-occurring–

Substance Use Services (SUS), Concord Hospital, Concord, NH.

Psychopharmacotherapy – Concord Psychiatric Associates, Concord, NH.

1985 – 1987

B. S. in Nursing, Castleton State College, Castleton, VT.

1981 – 1984

A. D. in Nursing, Castleton State College, Castleton, VT

Certified Adult Psychiatric and Mental Health Clinical Specialist, American Nurse Credentialing Ctr

Drug Enforcement Administration (DEA) License

Licensed Advanced Practice Registered Nurse, New Hampshire

Licensed Registered Nurse, New Hampshire

Master Licensed Alcohol and Drug Counselor

## Professional Experience

2010 to Present

Director, Co-occurring diagnosis evaluations, psychopharmacotherapy, facilitator of individual and group therapy, supervising of SUS clinicians, utilization review, assistant to implementation of evidence based practices, consultation for colleagues, managing daily SUS operations, educator and patient advocate.

1998 to Present

Psychiatric Nurse Practitioner, Riverbend Counseling Associates, Concord, NH.

Psychiatric evaluation and psychopharmacotherapy.

1998 to 2010

Psychiatric Nurse Practitioner, Substance Use Services, Concord Hospital, Concord, NH.

Co-occurring diagnosis evaluations, psychopharmacotherapy, facilitator of individual and group therapy utilization review, assistant to implementation of evidence based practices, consultation for colleagues, educator and patient advocate.

1996 to 1998

Case Manager for Psychiatric Partial Hospitalization Program and Outpatient Electro convulsive Therapy (ECT) patients, Concord Hospital, Concord, NH.

Developed and implemented outpatient ECT program, and case management services.

1995-1998

Substance Abuse Nurse, Fresh Start, Concord Hospital, Concord, NH.

Substance use disorders assessments, case management, and facilitator of psycho educational groups in the intensive outpatient program (IOP), Fresh Start

1991-1996

Staff Nurse, Acute Adult Psychiatric Unit, Concord Hospital, Concord, NH.



Psychiatric nursing assessment and treatment, planned and implemented therapeutic groups, Clinical II RN, Evening Senior Resource Person (RP), and coordinated unit staffing schedule.

1990 to 1991

Medical-Surgical Staff Nurse, Medical-Surgical Unit, Copley Hospital, Morrisville, VT.  
Provided medical-surgical nursing care to all ages.

1989 to 1990

Charge Nurse, Long-term Geriatric Facility, McKerley Health Care Center, Laconia, NH.  
Supervised and provided geriatric nursing care.

1985 to 1989

Charge Nurse, Chemical Dependency Rehabilitation, Seminole Point Hospital, Sunapee, NH.  
Assessment and treatment of adult detoxification, and supervising support staff.

### **Honors and Professional Memberships**

Member of NH Governor's Commission, Treatment and Recovery Task Force

2009 Addiction Health Services Research Award, Center Substance Abuse Treatment (CSAT)

2008 New England Addiction Leadership Institute, New Hampshire Representative

Member, New Hampshire Nurse Practitioner Association

Member, New Hampshire Alcohol and Drug Association

Member, Sigma Theta Tau, National Honor Society, Graduate Level

Seminars and in-service trainings throughout career

Susan Conboy

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

### *Education*

- Granite State College \*Bachelor of Science degree /Behavioral Science\* Graduated with honors.
- New Hampshire Technical College \*Associate of Science degree with a concentration in Substance Abuse Counseling\* Member Phi Theta Kappa Society\*Graduated with honors.
- North Shore Community College\*Associate of Arts degree/Business Transfer\* Graduated with honors.

### *Experience*

Counselor at Substance Use Services: Concord Hospital: Concord, New Hampshire

November 2012-Present

Program Director/SENHS Multiple Offender Program: Dover, New Hampshire

December 2009-November 2012

- I provided consultation to the Executive Director and Clinical Supervisor of SENHS while the Multiple Offender Program was in the developmental stages: I designed forms, trained staff, and developed checks and balances system to ensure efficiency, and adherence to all applicable agency and administrative rules.
- I supervised 4 full time and 5 part-time staff. I reprised the duties of my former position at the Laconia Multiple Offender Program, albeit with more direct interaction with clients: teaching segments of the 65 hour education component, running group sessions, and meeting with clients in individual sessions and for Exits.
- I became very familiar with the ATR care coordination system, and skilled at inputting client information, to include ASI and GPRA. I was responsible for monitoring all aspects of aftercare and ensuring compliance.

Program Director/Multiple Offender Program: Laconia, New Hampshire

September 9, 2008-October 29, 2009

- Devised and implemented workflow methods for more efficient management of the program, while working to balance the needs of all stakeholders. This included, but was not limited to: revising forms, rewriting policies, streamlining procedures, hiring key staff, and improving communication amongst staff, and with other agencies and providers.

# Nancy Richards Nemcovich

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[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

## Credentials:

NH Licensed Alcohol and Drug Counselor (LADC) - # 316.

## Substance Abuse Counseling Experience:

2013—Present. Concord Hospital. Licensed Alcohol and Drug Counselor. Responsible for identification, clinical assessment and outpatient treatment modalities for adult patients 17 years and older seeking services for substance use disorders.

2010 – 2013 Fulcrum Behavioral Consultants. Working with adolescents in the community and schools that have been court ordered by JPPO's to reduce potential for violence and drug abuse. Coordination between youth, families, school community and JPPO's. Complete school attendance checks, school performance assessments, curfew monitoring, drug testing. Provide behavior management strategies, healthy relationship interventions and community resource identification and referrals. Complete all reports on youth on caseload in a timely manner for case managers.

1989 – 2009 State of NH – Bureau of Drug & Alcohol Services, Multiple DWI Offender Program. Licensed Alcohol and Drug Counselor. Completed substance abuse evaluations for the courts including recommendations and referrals, completed intake/histories, made assessments on clients, facilitated group discussion and educational instruction, individual counseling, record keeping, program development, liaison with courts and other agencies and orientation and training of new counselors/interns. Reduced hours to part-time in 1999 through 2009.

2005 – 2007 Horizons Counseling Center. Licensed Alcohol and Drug Counselor. Completed substance abuse evaluations mandated by the court system in an outpatient treatment setting. Part-time.

1991 – 1992 NH Department of Corrections, Shock Incarceration Unit at NH State Prison. Curriculum development of drug and alcohol education program component, assessment, and intervention for inmates at the Shock Incarceration Program. Provided education, made recommendations for probation officials regarding the mandating of a drug treatment plan and self help group attendance for identified inmates. Provided group counseling with minimal individual counseling, including aftercare group meetings after graduation from the unit, developed assessment tools to determine the effectiveness of this program and completed reporting forms in a timely manner as necessary to measure the effectiveness of the alcohol and drug education in the program.

1990 Challenge Program. Educator with the court diversion intervention project for juvenile first offenders on topics relative to the use and abuse of alcohol and other drugs. Much of the education involved group process. Completed assessments, evaluations and

## **Nancy Richards Nemcovich**

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caseload of juveniles and their families. Conducted home, school and office meetings for assessment and case planning for each youth. Made necessary referrals for youths and their families, maintained active liaisons with school systems, police departments, courts and area human service providers in Sullivan County. Developed and coordinated monthly board meetings, initiated and coordinated bi-weekly clinical staff meetings, conducted presentations to various agencies, reviewed monthly program use and financial statistics, supervised and supported two other staff members.

### **Substance Abuse Counseling Experience (continued):**

1986 - 1987 Youth Services Bureau. Youth Counselor. Maintained a court diversion caseload, conducted office/home visits with clients/families, conducted school visits, prepared home reports for diversion committee, scheduled and attended hearings, facilitated in developing appropriate contracts, supervised appointments between clients, victims and/or place of community service, maintained a counseling caseload, intervened in any emergency situation and assisted in the screening process of prospective committee members.

1984 - 1986 Seminole Point Hospital. Worked as a substance abuse counselor in a residential inpatient treatment program with complete case management responsibilities, conducted group and individual counseling, maintained patient records, participated in treatment team planning, involved in crisis intervention strategies, assisted in family participation day, conducted lectures and workshops on a regular basis and addressed inappropriate behaviors by patients.

### **Education:**

Certificate in Alcohol Counseling - NH Technical Institute, May 1985.

Bachelor of Arts - Psychology, Keene State College, May 1984.

Associate of Arts - Alcohol Studies, Keene State College, May 1984.

### **References:**

Available upon request.

**LINDA B. FRY, LADC**



Elmira College, Elmira, N.Y. – BA Sociology  
Addiction Counseling Program – New Hampshire Technical Institute

**Concord Hospital Substance Use Services 8/2016 – Present**

**Concord, NH**

LADC Counselor

- Individual and Group Counseling, crisis intervention and case management. Facilitates Intensive Outpatient Program, assesses client risks and facilitates the client's progress towards measured goals using ASAM criteria. Conducts comprehensive Bio-psycho-social intake assessments.

**Serenity Place/REAP Program 10/2011 – 8/2016**

**Manchester, NH**

REAP LADC Exit Evaluator

- Evaluations and Assessments (ASI, RIASI & DRI-II)
- Conduct one-on-one interviews, for First, Second, Third, DWI Offenders
- Develop a Service/Treatment Plan for DWI Offender(s)
- Case Management – Follow up on inquiry calls, correspondence with clients and Providers
- Represent Serenity Place/REAP at all “Red Flag” hearings.

**WestBridge Community Services (10/2010 – 10/2011)**

**Manchester, NH**

Residential Counselor, LADC

- Facilitate goal-setting and educational groups and in-house community meetings with residents.
- Co-facilitates therapy groups.
- Individual counseling.
- Co-facilitates Family Education and Support sessions.
- Assist residents in planning for future goal achievement.
- Provides clinical updates to families.
- Assists in discharge planning, referrals, and case management activity.
- Attend self-help meeting with residents.
- Provide support to residents in maintaining proper health routines such as exercise, nutrition, sleep and medication regimens.
- Assess residents for changes in symptoms associated with mental health diagnosis and substance use disorders.

**State of New Hampshire, Dept of Corrections (01/2010 – 06/2010)**

**Goffstown, NH**

LADC Counselor

- Implemented and Facilitated 28 Day Program utilizing Seeking Safety curriculum – an integrative treatment program for PTSD and substance abuse.
- Implemented and Facilitated Anger Management Group.

**Multiple Offender Program (12/06 – 10/09)**

**Laconia, NH**

Substance Abuse Counselor

- Intake /Assessment/Diagnosis
- Client evaluations
- Individual and group counseling
- Classroom instruction – PRI (Prime for Life) certified

**Farnum Center (8/05 – 12/06)**

**Manchester, NH**

Residential Substance Abuse Counselor

- Individual and Group Counseling, Case Management responsibilities and Aftercare Planning, Consultation & Referral, Teaching – PRI instructor, & Documentation

**Second Start Alternative High School (2002 to 2005)**

**Concord, N.H.**

Substance Abuse Counselor

- Individual counseling support for at risk students
- Co-facilitator Drug & Alcohol Support Group
- Classroom aide for behavioral class entitled “Choices”
- SAP Counselor for Student Assistance prevention program, providing staff and student education, individual and support group counseling. Also provided drug and alcohol educational presentations to faculty and in-school classrooms.

**St. Charles Children’s Rehabilitation Hospital (2000 to 2002)**

**Long Island, N.Y.**

Outpatient Clinic Worker

- Intake worker for outpatient clinic serving developmentally disabled population.

**Hall-Brook Hospital -Dual Diagnosis facility (1992 to 1994)**

**Westport, Ct.**

- Rehabilitation Counselor/Group Facilitator
- Group Facilitator for Insight-oriented support groups for co-occurring patients; psychiatric and substance abuse involved

**Children’s Aid Society PINS Juvenile Court Diversion Program (1987 to 1988)**

**Brooklyn, N.Y.**

Counselor

- Family, crisis intervention, and short-term counseling for court diversion program for adolescents and their families with the goal being to work with the family in utilizing community resources in preventing removal/placement from the home.

**Jewish Child Care Association of New York (JCCA) Residential Treatment Center  
(1986 to 1987)**

**Pleasantville, N.Y.**

Counselor

- Counselor and case aide for pre-adolescent boys to include one-on-one support and home visits to the families involved.
- **References Available Upon Request**

Stephanie Heath

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

## **EDUCATION**

University at Buffalo, State University of New York Buffalo, NY

### **Masters in Rehabilitation Counseling**

May 2011

GPA: 3.6

University at Buffalo, State University of New York Buffalo, NY

### **Bachelor of Arts in Psychology, Minor in Sociology**

May 2009

GPA: 3.782, Suma Cum Laude

## **EMPLOYMENT**

Substance Abuse Counselor

July 27, 2015-Present

Concord Hospital; Substance Use Services, Concord NH

Duties:

- Assist clients with substance abuse and mental health symptoms work towards goals of recovery based lifestyle
- Correspond care with probation, court, and other treatment providers
- Provide case notes, group notes, treatment plans
- Case Management
- Provide counseling interventions to achieve goals such as person centered through individual and group counseling

Substance Abuse Counselor

February 2015-July 2015

Concord Metro, Concord NH

Duties:



- Assist clients with substance abuse and mental health symptoms work towards goals of recovery based lifestyle
- Assist clients with proper administration of Methadone Medication
- Correspond care with probation, court, and other treatment providers
- Provide case notes, group notes, treatment plans

Substance Abuse Counselor

May 2011-February 2015

Horizon Health Services, Tonawanda NY

Duties:

- Assist clients with substance abuse and mental health symptoms work on goals to achieve abstinence from all mind altering substances
- Provide case notes, group notes, treatment plans, and court reports
- Provide counseling interventions to achieve goals such as person centered through individual and group counseling
- Correspond with probation, parole, and court as well as insurance companies

Independent Residential Assistant Specialist

March 2010 – August 2010

People Inc, Amherst, NY

Duties:

- Assist clients with mild mental retardation in goal setting on independent daily activities such as budgeting and meal preparation
- Provide counseling and intervention to achieve goals
- Provide case notes for client's progress

Primary Instructor

May 2009 – May 2011

People Inc, West Seneca, NY

Duties:

- Assisted client's with severe mental retardation in goal setting on social and basic daily activities such as feeding, grooming, and using assistive technology to communicate
- Provided necessary behavioral support to implement set goals
- Provided case notes for client progress

Customer Service Representative

November 2003 – January 2008

Waldbaums, Greenlawn, NY

Duties:

- Assisting customers with any issues such as finding items, returns, and any complaints
- Handling money and secretarial duties such as filing paper work, excel, Microsoft office, answering phones

## **PROFESSIONAL/RESEACH EXPERIENCE**

### Practicum Student-Intern

Restoration Society, Buffalo NY

September 2010-May 2011

#### Duties:

- Teach classes such as irrational beliefs, everyday life skills and conflict resolution, teaching the customers different tools to overcome life's obstacles while dealing with their mental health illness.
- Provide case notes and group notes for clients progress
- Assist clients with mental illness in creating treatment plans, intakes, and vocational services

### Practicum Student-Intern

Southern Erie Medical Clinic, Hamburg, NY

October 2009- June2010

#### Duties:

- Assisting clients with substance abuse issues in creating personalized treatment plans, intakes, and individual counseling sessions
- Provide case notes and group notes for clients progress

### Research Assistant

University at Buffalo, Buffalo, NY

January 2007-May 2008

#### Duties:

- Photocopied test materials, data entry using excel, and correlating data
- Administered tests to participants in individual and group settings studying the relationship between depression and rumination

## **CERTIFICATIONS**

- CRC- Certified Rehabilitation Counselor
- MLADC-Masters License Alcohol & Drug Counselor

## **AWARDS**

- Phi Eta Sigma
- Psi Chi
- Phi Beta Kappa
- Golden Key Honor Society
- Girl Scout Gold and Silver Award

## **REFERENCES**

Provided upon request

Patricia Tucker, BS, LADC

**EMPLOYMENT**

2003-present-Fresh Start Program, Concord Hospital, Concord, New Hampshire.

Duties include:

- In hospital consultations, intakes, individual and group counseling.
  - Instruction in intensive outpatient program, family night program and family counseling
- 2000-present-Private Practice-Counselor. Individual and group counseling, intakes, assessments, case management, crisis intervention, treatment planning, referrals. EAP affiliate

1992-2003-Counselor/Aftercare Coordinator/Office Manager, State of New Hampshire, Multiple Offender Program, Parade Road, Laconia, New Hampshire

Duties include:

- Conduct screenings, intakes, assessments, orientation; group and individual counseling, case management, treatment planning, crisis intervention, educational groups, and referrals.
- Liaison with courts, the public, aftercare facilities and community at large.
- Coordinate all aftercare and testify at the Department of Motor Vehicles to assess risk factors of DWI offenders.
- Supervise office and counseling staff, orient and train new employees.
- Develop and implement procedures and policies.
- Coordinate work flow and evaluate employee performance.
- Organize and oversee employees work schedule.
- Supervise payroll.
- Review Department of Motor Vehicle records
- Computer Skills in Windows 98.

1995-1997-Part time Substance Abuse Counselor, First Step and Shock Program, New Hampshire State Prison, Laconia, New Hampshire.

Duties included:

- Plan curriculum
- Assessment, intakes, group and individual counseling, treatment planning, educational groups, referral and co-facilitate aftercare groups.

1998-1999-Part time, private counseling with New Hampshire State Prison inmates.

1991-1992-Dormitory Supervisor, Multiple Offender Program, Laconia, New Hampshire

Duties included:

- Supervise and support clients.
- Interact with the public and courts.
- Family and client education.

1987-1991-Proprietor Pat's Paraphernalia, Penacook, New Hampshire

Duties included:

- Buying and selling of merchandise
- Record keeping, accounts payable and receivable and customer contact.

1978-1987-Business Manager, Concord Obstetrics and Gynecology, Concord, New Hampshire.

Duties included:

- Public relations and patient contact.
- Accounts receivable and payable: check writing, collection of accounts, purchasing, record keeping.
- Supervision of three employees

1967-1978-Chief Admitting Officer, Concord Hospital, Concord, New Hampshire.

Duties included:

- Admitting patients and assigning beds.
- Close interaction with physicians to schedule patients for the operation room.
- Supervision and scheduling of 16 employees.

## EDUCATION

2002-Bachelor of Science Degree in Counseling from College for Life Long Learning  
1992-New Hampshire Technical Institute. Associates Degree in Human Services, Alcohol and  
Drug Counseling

## COMMUNITY ACTIVITIES AND COMMITTEES

Member Leadership Program  
Peer Review Committee  
Police Volunteer Committee, Northfield  
Ongoing involvement with Leadership Institute Education  
Past Task Force for Substance Abuse Treatment for Women  
Past volunteer at Merrimack County Home,  
Past volunteer for Emergency Services at Concord Hospital  
Past Employee Advisory Board member for State of New Hampshire  
Past volunteer at Mediation Center

# Terry L. Dinan

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## Profile:

Strong organizational skills and close attention to detail, efficient multi-tasking skills, extensive customer service and phone experience and proficiency on the Microsoft platform. A rapid learner and self motivated employee.

## Skills Summary:

- ◆ Dependability
- ◆ Adaptability
- ◆ Written Correspondence
- ◆ General Office Skills
- ◆ Computer Savvy
- ◆ Customer Service
- ◆ Scheduling
- ◆ Cost Consciousness
- ◆ Teamwork
- ◆ Accounting/Bookkeeping
- ◆ Front-Office Operations
- ◆ Professionalism/Ethics

## Employment:

- 2/2000 – Present      Concord Hospital    *Concord, NH*  
**Office Manager: Outpatient Substance Abuse Services**
- Responsible for day to day operations and coordinating quality care to patients as well as promoting a positive image for the outpatient practice through patient and community contact.
  - Responsible for serving as the liaison among physicians, nurse practitioners and support staff.
- 10/1998 – 2/2000      Concord Hospital    *Concord, NH*  
**Unit Secretary: The Family Place**
- 8/1987 – 10/1998      Concord Hospital    *Concord, NH*  
**Unit Secretary: 5West: Inpatient Behavioral Health**
- 12/1986 – 8/1987      Concord Hospital    *Concord, NH*  
**Unit Secretary: Night Float**

## Education:

- 1979 – Licensed Nursing Assistant, State of NH  
1977 – High School Diploma, Kalaheo High School Kailua, HI

**Mary Beth Fletcher**  
[REDACTED]  
[REDACTED]  
[REDACTED]

**OBJECTIVE:** To obtain a part-time position offering the use of my proven skills, while affording me the opportunity for professional growth.

**EXPERIENCE**

***Clerical Office Assistant (August, 2007 – present)***

**Substance Use Services, Concord Hospital, Concord, NH**

- Obtains screening information for new patients
- Performs office receptionist tasks- answering phones, making appointments, distributing mail
- Assists with the completion of initial documents required of the patient at first visit
- Enters patient charges via data entry
- Provides clerical support for extra project work

***Contract Service Administrator's Assistant (March, 2005 – May, 2007)***

**Milton Cat, Warner, NH (603) 746-4671**

- Performs CSA invoicing
- Generates service contract renewal and renewal follow-up correspondence
- Inputs variance adjustments
- Scanning documents
- Data entry
- Other clerical projects

***Pomerantz Staffing Alternatives, Bedford, NH (formerly in Concord, NH)  
(September 2002 – February 2005)***

**Milton Cat, Warner, NH (603) 746-4611**

- Fill-in receptionist
- Date entry of time cards
- Processing purchase orders
- Scanning

**Community Bridges, Bow, NH (603) 225-4153**

- Set up and maintenance of files
- Fill-in receptionist
- Data entry
- Scanning
- Editing assessment reports using MS Word

**The Nature Conservancy, Concord, NH (603) 224-5853**

- Receptionist duties – typing, mailing letters, answering phone calls

***Quality Assurance Clerk (November, 2001 – present)***

**Concord Hospital, Concord, NH (603) 225-2711**

- Processing Patient Satisfaction Surveys (scanning completed surveys using NCS Viewpoint and Survey Plus software packages; typing of written comments; printing completed reports).
- Support of other Quality Assurance staff, including typing, printing and other clerical projects

**Volunteer (November, 2001 – July, 2005)**  
**American Red Cross, Concord, NH (603) 225-6697**

- Data entry on Excel Worksheets
- Mailing donor letters
- Addressing large mailing projects
- Fill-in receptionist
- Transportation Services driver

**Manpower, Concord, NH (603) 224-7115**  
**(September, 1999 – June, 2002)**

**Electronic Data Systems, Concord, NH (603) 225-4899**

- Opening and sorting mail
- Setup and maintenance of files
- Address searches

**Providian, Concord, NH (603) 225-1000**

- Mailing letters with checks
- Quality control of checks (verifying check amounts with encoding)

**Jefferson Pilot Financial, Concord, NH (603) 226-5000**

- Data input of hotel information, name badges and form letters using Windows Excel and Word
- General clerical duties
- Large mailing projects

**Biller, Billing Department (May – June 2000)**

**New London Physician Group, New London, NH (603) 526-2911**

- Posting of self-pay medical payments using Medisense applications software; balancing patient accounts

**U.S. Small Business Administration, Concord, NH (603) 225-1400**

**Control Clerk, Cashier – Finance Division (1987 – 1989)**

- Processed loan applications, authorizations, and closing documents; maintained Imprest Fund for office expenditures; received and transmitted loan payment checks; safeguarded collateral documents

**Control Clerk, Portfolio Management Division (1987)**

- Compiled statistical data for monthly reports, reviewed bank correspondence, typed letters to borrowers and bank officials, maintained office files

**Legal Clerk (1986 – 1987)**

**Social Security Administration, Office of Hearings and Appeals, Manchester, NH (603) 629-9326**

- Prepared hearing files, transcription of hearing decisions, scheduled hearings, prepared travel authorizations, vouchers and contractors' invoices, compiled monthly reports

## **EDUCATION**

New Hampshire College, Manchester, NH – Associates in Computer Science (1987)

Franklin Pierce College, Concord, NH – (July, 1982 – October, 1982)

Bishop Brady High School, Concord, NH – Graduated 1980

## **SPECIAL TRAINING**

Medical Terminology, Concord Hospital

Excel, Concord Hospital

MS Word, Manpower

# Francis P. Caron

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## OBJECTIVE

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Personable and driven individual seeks a position within in the Psychology field that allows me to contribute four years of military experience that will bring success and productivity to a therapeutic setting

## EDUCATION

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**HESSER COLLEGE:** Manchester, NH

*Graduated May 2014*

Received Bachelor's in Psychology: Cumulative GPA 3.06/4.0

**MOUNT WASHINGTON COLLEGE:** Manchester, NH

*Graduated August 2012*

Received Associate's in Psychology: Cumulative GPA 3.31/4.0

### Relevant Course Work

- Child and Adolescent Development
- Intro to Human Services Methods
- Developmental Disabilities
- Interviewing Skills and Case Management
- Child Abuse and Neglect in Society
- Abnormal Psychology
- Research Methods
- Human Growth and Development

## WORK EXPERIENCE

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**HAMPSTEAD HOSPITAL:** Hampstead, NH

*March 2014 – November 2014*

### **Mental Health Counselor**

- Responsible for ensuring patient safety and conducted daily required programming
- Provide a therapeutic setting in a population of substance abuse/psychiatric patients
- Provide therapeutic support with patients and their families in order to achieve planned goals
- Conducted groups to identify triggers and establish useful coping skills
- Work one on one with patients to establish a treatment plan including short term goals to accomplish during treatment.
- Document all pertinent information to ensure maximum quality of care for patients

**CONCORD METRO TREATMENT CENTER:** Concord, NH

*November 2014 – November 2015*

### **Substance Use Counselor**

- Conduct interviews of patients
- Administer regular drug tests and arrange for counseling sessions
- Review clients records to assess treatment programs
- Maintain records of treatment and progress, including changes applied for better results
- Coordinate with health professionals and staff members and evaluate patient progress
- Plan aftercare programs for patients being discharged
- 

**CONCORD HOSPITAL:** Concord, NH

*November 2015 – Present*

### **Certified Recovery Support Worker**

- Conduct assessments of patients
- Determine level of care for patient seeking service for substance use disorders
- Conduct educational classes for Intensive Outpatient Program
- Facilitate Men's Continuing Care and Continued Recovery Groups
- Maintain regular Care Coordination with outside service providers to ensure the highest level of care for patients
- Establish treatment plans for patients on an individual basis to address treatment needs
- Administer regular drug tests and arrange for counseling sessions
- Maintain records of treatment and progress, including changes applied for better results



- Plan aftercare programs for patients being discharged

## **MILITARY EXPERIENCE**

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***UNITED STATES AIR FORCE:*** Rapid City, SD

*May 2003 – May 2007*

**Senior Airman**

- Supervised and performed protection duties
- Oversaw patrolmen and other Response Forces to on and off base alarms
- Maintained strict accountability of Security Forces communications, equipment, documentation, classified materials and identified discrepancies
- Prepared the Security Forces chronological list of incidents from daily tour of duty with all administrative requirements
- Conducted supervision and correctional actions over inmates.

## KEY ADMINISTRATIVE PERSONNEL

### NH Department of Health and Human Services

**Vendor Name:** Concord Hospital

**Name of Program/Service:** Substance Use Services

<b>BUDGET PERIOD:</b>			
<b>Name &amp; Title Key Administrative Personnel</b>	<b>Annual Salary of Key Administrative Personnel</b>	<b>Percentage of Salary Paid by Contract</b>	<b>Total Salary Amount Paid by Contract</b>
Director Monica Percy Edgar APRN, MLADC	\$119,000	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)</b>			<b>\$0.00</b>

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



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

Jeffrey A. Meyers  
 Commissioner

Katja S. Fox  
 Director

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

June 16, 2016

4/29/16 #25

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

**REQUESTED ACTION**

1. Authorize the Department of Health and Human Services, Bureau of Drug and Alcohol Services, to enter into amendments to existing Agreements with the Vendors listed below, except for Tri-County Community Action Program, Inc., to increase the service rates. The service rates' increase will raise compensation for direct services staff and modify supervision requirements, effective upon the date of Governor and Executive Council approval.
2. Authorize the Department of Health and Human Services, Bureau of Drug and Alcohol Services, to enter into an Amendment with South Eastern New Hampshire Alcohol and Drug Abuse Services, 272 County Farm Road, Dover, NH, 03820, to expand the types of substance use disorder treatment services being offered to clients by adding partial hospitalization services, transitional living services, and withdrawal management services, effective upon the date of Governor and Executive Council approval.

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

Summary of Contract Vendors by Amounts:

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

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

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

**Please see attached financial details.**

**EXPLANATION**

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

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

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

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

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

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

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

These contractors were selected through a competitive bid process.

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

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

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

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

Area served: Statewide.

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

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

Respectfully submitted,



Katja S. Fox  
Director

Approved by:



Jeffery A. Meyers  
Commissioner

Attachment A  
Financial Details

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

Concord Hospital, Inc (Vendor #177653 B014)

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

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

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

Goodwin Community Health (Vendor #156668 B001)

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

County of Grafton (Vendor #177397 B003)

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

Attachment A  
Financial Details

Greater Nashua Council on Alcoholism (Vendor #166574 B001)

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

HALO Ed Systems (Vendor #230732 B001)

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

Headrest, Inc (Vendor #175226 B001)

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

Horizons Counseling Center, Inc (Vendor #156808 B001)

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

Attachment A  
Financial Details

Manchester Alcoholism Rehabilitation Center (Vendor #177204 B005)

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

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

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

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

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

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

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



Attachment A  
Financial Details

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

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

The Youth Council (Vendor #154886 B001)

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

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

Concord Hospital, Inc (Vendor #177653 B014)

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

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

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

Attachment A  
Financial Details

Families in Transition (Vendor #157730 B001)

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

Goodwin Community Health (Vendor #156668 B001)

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

County of Grafton (Vendor #177397 B003)

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

Greater Nashua Council on Alcoholism (Vendor #166574 B001)

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

Attachment A  
Financial Details

HALO Ed Systems (Vendor #230732 B001)

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

Headrest, Inc (Vendor #175226 B001)

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

Horizons Counseling Center, Inc (Vendor #156808 B001)

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

Attachment A  
Financial Details

Manchester Alcoholism Rehabilitation Center (Vendor #177204 B005)

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

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

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

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

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

Attachment A  
Financial Details

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

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

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

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

The Youth Council (Vendor #154886 B001)

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



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

This first Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment 1") dated May 25, 2016, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Concord Hospital, Inc. (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 250 Pleasant Street, Concord, NH 03301.

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

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

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

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

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

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



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



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

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

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

State of New Hampshire  
Department of Health and Human Services

6/10/16  
Date

[Signature]  
Katja S. Fox  
Director

Concord Hospital, Inc.

5/31/16  
Date

[Signature]  
NAME Robert P. Steigmeyer  
TITLE President & CEO

Acknowledgement:

State of New Hampshire County of Merimack on May 31, 2016, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

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





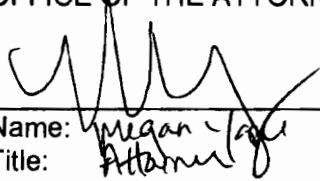
New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services



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

OFFICE OF THE ATTORNEY GENERAL

4/14/14  
Date

  
Name: Megan Ladd  
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:



Exhibit B-1 Amendment #1

**Service and Fee Table**

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

**Table A**

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



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

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

Jeffery A. Meyers  
 Commissioner

Kathleen A. Dunn  
 Associate Commissioner  
 Medicaid Director

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3/23/16 #6

March 7, 2016

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

**REQUESTED ACTION**

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

Summary of contracted amounts by Vendor:

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

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

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

Please see Attachment A for fiscal details.

#### **EXPLANATION**

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

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

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

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

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

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

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

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

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

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

Area served: Statewide.

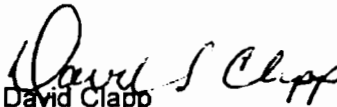
Source of Funds: 56.1% Federal Funds from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, CFDA #93.959, Federal Award Identification Number TI010035-14, and 29.4% General Funds and 14.5% Other Funds from the Governor's Commission on Alcohol and Other Drug Abuse Prevention, Intervention and Treatment.

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

Respectfully submitted,



Kathleen A. Dunn  
Associate Commissioner



David Clapp  
Facilities

Approved by:



Jeffery A. Meyers  
Commissioner

Attachment A  
Financial Details

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

Concord Hospital, Inc (Vendor #177653 B014)

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

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

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

County of Grafton (Vendor #177397 B003)

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

Attachment A  
Financial Details

Greater Nashua Council on Alcoholism (Vendor #166574 B001)

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

HALO Ed Systems (Vendor #230732 B001)

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

Headrest, Inc (Vendor #175226 B001)

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

Horizons Counseling Center, Inc (Vendor #156808 B001)

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



Attachment A  
Financial Details

Manchester Alcoholism Rehabilitation Center (Vendor #177204 B005)

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

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

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

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

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

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

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

Attachment A  
Financial Details

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

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

The Youth Council (Vendor #154886 B001)

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

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

Concord Hospital, Inc (Vendor #177653 B014)

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

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

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

Attachment A  
Financial Details

Families in Transition (Vendor #157730 B001)

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

County of Grafton (Vendor #177397 B003)

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

Greater Nashua Council on Alcoholism (Vendor #166574 B001)

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

Attachment A  
Financial Details

HALO Ed Systems (Vendor #230732 B001)

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

Headrest, Inc (Vendor #175226 B001)

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

Horizons Counseling Center, Inc (Vendor #156808 B001)

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

Attachment A  
Financial Details

Manchester Alcoholism Rehabilitation Center (Vendor #177204 B005)

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

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

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

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

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

Attachment A  
Financial Details

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

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

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

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

The Youth Council (Vendor #154886 B001)

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

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

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



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

**Substance Use Disorder Treatment  
and Recovery Support Services**

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

RFP Name

RFP Number

Reviewer Names

**Bidder Name**

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

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

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



Subject: Substance Use Disorder Treatment and Recovery Support Services (16-DHHS-DCBCS-BDAS-03-SUBST-01)

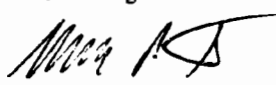
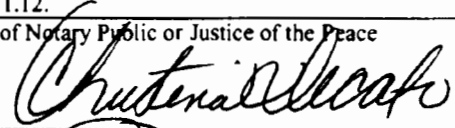
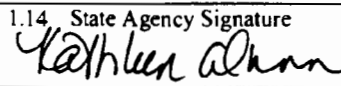
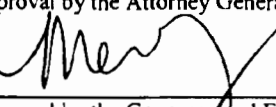
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Concord Hospital, Inc.		1.4 Contractor Address 250 Pleasant Street Concord, NH 03301	
1.5 Contractor Phone Number 603 227-7000 x 3003	1.6 Account Number 05-95-49-491510-29890000-102-500734; 05-95-49-491510-29900000-102-500734	1.7 Completion Date June 30, 2017	1.8 Price Limitation \$72,700.
1.9 Contracting Officer for State Agency Eric Borrin, Director		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Robert P. Steigmeyer President + CEO	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merimack</u> On <u>March 1, 2016</u> , before the undersigned officer, personally appeared the <u>Contractor</u> in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged the <u>State Executive</u> in this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Christina Decato</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <u>Kathleen A. Dunn</u> Associate Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  Megan A. Vaple On: <u>3/6/16</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			



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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

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

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

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

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

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

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

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

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

**7. PERSONNEL.**

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

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

Agreement. This provision shall survive termination of this Agreement.

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

#### **8. EVENT OF DEFAULT/REMEDIES.**

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

#### **9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

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

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

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

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

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

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

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

#### **14. INSURANCE.**

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

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

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

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

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

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

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

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

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

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

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



Exhibit A

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**Scope of Services**

**1. Provisions Applicable to All Services**

- 1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

**2. Definitions**

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



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



Exhibit A

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

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

### 3. Covered Populations

- 3.1. The Contractor shall provide services in this Contract to the general population in Section 3.2 who:
  - 3.1.1. Have a substance use disorder; and
  - 3.1.2. Have income below 400% Federal Poverty Level; and
  - 3.1.3. Are Residents of New Hampshire; or
  - 3.1.4. Are homeless in New Hampshire.

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



**Exhibit A**

population that includes, but not limited to:

- 3.2.1. Adolescents;
  - 3.2.2. Adults
  - 3.2.3. Pregnant women;
  - 3.2.4. Women with dependent children;
  - 3.2.5. Injection drug users;
  - 3.2.6. Individuals with co-occurring substance use and mental health disorders;
  - 3.2.7. Veterans; and/or
  - 3.2.8. Individuals who are involved with the criminal justice system.
- 3.3. The Contractor shall provide services in this Contract separately for adolescents and adults unless approved by the Department.

**4. Substance Use Disorder Treatment Services**

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





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## 5. Crisis Services to Existing Clients or their Significant Others

- 5.1. The Contractor shall provide Crisis Services to existing clients or their significant others as follows:
- 5.1.1. Provide Crisis Services, 24 hours per day, 7 days a week either in person or by telephone that:
    - 5.1.1.1. Assist individuals in addressing a current crisis related to their substance use disorder or the substance use disorder of a significant other;
    - 5.1.1.2. Provide counseling services to assist with client stabilization, assessment of client's psychological stability and risk for harming themselves or others and appropriate referral based on this assessment; and
    - 5.1.1.3. Refer clients to appropriate treatment and other resources in the client's service area.
    - 5.1.1.4. If a request for crisis services comes from an individual who is not a current client, that individual may be referred to the statewide crisis services provider.
  - 5.1.2. Provide encounter notes in the client's health record.
  - 5.1.3. Provide sufficient staffing to provide Crisis Services as described above at least during normal business hours defined as 8 am to 5 pm, Monday through Friday.
  - 5.1.4. May refer clients to the Statewide Crisis Services hotline, after normal business hours.
- 5.2. The Contractor agrees that Crisis Services shall be considered individual outpatient services when the Crisis Service provided has the specific purpose of treating the individual's substance use disorder.
- 5.3. The Contractor agrees that Crisis Services shall be considered individual recovery support services (non-clinical) when the Crisis service provided has the purpose of reducing or removing a barrier to the client achieving or maintaining recovery without directly treating the substance use disorder.

## 6. Recovery Support Services

- 6.1. The Contractor shall provide Recovery Support Services such as:
- 6.1.1. Non-clinical services such as but not limited to parenting, job search, financial management, skills development, and paraprofessional counseling services by:
    - 6.2.1.1. A Certified Recovery Support Worker (CRSW) under the supervision of a Masters Licensed Alcohol and Drug Counselor (MLADC); or



Exhibit A

- 6.2.1.2. A Certified Recovery Support Worker (CRSW) under the supervision of a Licensed Alcohol and Drug Counselor (LADC) with a Licensed Clinical Supervisor (LCS); or
- 6.2.1.3. A MLADC or LADC
- 6.2.1.4. Submitting for Department approval, within 30 days from the contract effective date, the name and description of the activities/services to provide non-clinical services.

## 7. Enrolling Clients for Services

- 7.1. The Contractor shall complete Intake Screenings and ASAM Level of Care Assessments, as follows:
  - 7.1.1. Have direct contact (face to face communication by meeting in person, or electronically, or by telephone conversation) with an individual within two (2) business days from the date that individual (defined as a non-client, existing client, other provider, or any other person or entity) contacts the Contractor for Substance Use Disorder Treatment and Recovery Support Services.
  - 7.1.2. Complete an initial Intake Screening within two (2) business days from the date of the first direct contact with the individual, using the eligibility module in Web Information Technology System (WITS) to determine probability of being eligible for services under this contract and for probability of having a substance use disorder.
  - 7.1.3. Assess clients' income prior to admission using the WITS fee determination model and assure that clients' income information is updated as needed over the course of treatment by asking clients about any changes in income no less frequently than every 4 weeks.
  - 7.1.4. Complete an ASAM Level of Care Assessment for all services in Section 4, within two (2) days of the initial Intake Screening in (Section 7.1.2) using the ASI Lite module, in WITS or in another electronic medical/health record system, or an alternative assessment tool as directed by the Department, when the individual is determined probable of being eligible for services. .
  - 7.1.5. Make available to the Department upon request, the data from the ASAM Level of Care Assessment and in a format approved by the Department, when using an electronic medical/health record system other than WITS.
  - 7.1.6. The Contractor shall complete a clinical evaluation of clients for services in Section 4, as follows:
    - 7.1.6.1. Prior to admission as a part of interim services or within 3 days following admission, and during treatment only when determined by licensed clinician.



Exhibit A

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- 7.2. The Contractor shall determine client eligibility for services under this contract using the eligibility criteria as follows:
- 7.2.1. The individual's income must be below 400% of Federal Poverty Level (FPL);
  - 7.2.2. The individual must be a resident of New Hampshire or homeless in New Hampshire;
  - 7.2.3. The individual must be determined positive for a substance use disorder (as evidenced in their clinical evaluation, Section 7.1.6
  - 7.2.4. The individual is eligible for services described in Section 4 as determined by the ASAM Level of Care Assessment (defined in Section 7.1.4) unless:
    - 7.2.4.1. The client chooses to receive a service with a lower ASAM Level of Care; or
    - 7.2.4.2. The service with the needed ASAM Level of Care is unavailable at the time the level of care is determined in Section 7.1.4, in which case the client may chose:
      - 1. A service with a lower ASAM Level of Care;
      - 2. A service with the next available higher ASAM Level of Care;
      - 3. Be placed on the waitlist until their service with the assessed ASAM Level of Care becomes available as in Section 7.1.4; or
      - 4. Be referred to another agency in the client's service area that provides the service with the needed ASAM Level of Care.
- 7.3. The Contractor agrees to provide services to all eligible clients who:
- 7.3.1. Receive Medication Assisted Treatment services from other providers such as a client' primary care provider;
  - 7.3.2. Have co-occurring mental health disorders; or
  - 7.3.3. Are on medications and are taking those medications as prescribed regardless of the class of medication.
- 7.4. The Contractor shall admit eligible clients for services according to the order of priority described below:
- 7.4.1. Pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame. If the contractor is unable to admit a pregnant woman for the needed level of care within 24 hours, the contractor shall:
    - 7.4.1.1. Assist the pregnant woman with identifying alternative providers and



**Exhibit A**

with accessing services with these providers. This assistance must include actively reaching out to identify providers on the behalf of the client.

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

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

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

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

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

7.4.5. Individuals with Opioid Use Disorders.

7.4.6. Veterans with substance use disorders

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

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

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

7.5.1. For individuals whose age is 12 and older, the Contractor is required to obtain consent from the individual themselves; or

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

## **8. Waitlist**

8.1. The Contractor shall place an eligible individual on a statewide waitlist in WITS when the service with the appropriate ASAM Level of Care (as defined in 7.1.4) is not available for the client at the time of screening as in Section 7.2.4.2.

8.1.1. The Contractor shall keep the client's information up to date on the statewide waitlist.

8.1.2. The Contractor shall notify the Department within 30 days from the effective date of the contract, with the name of the staff person who is responsible to



**Exhibit A**

monitoring and maintaining the waitlist.

8.1.3. The Contractor shall monitor the waitlist and ensure that clients begin services as soon as possible either under this contract or by a referral to an agency that has an earlier available opening as follows:

8.1.3.1. Anytime a client contacts the agency for a service and that service is not available within 2 business days of contact, they must be immediately added to the agency's waitlist and to the waitlist of other agencies as appropriate.

8.1.3.2. Anytime a client is getting ready to move to a new level of care that will not be provided by the current provider or for which the current provider has a waitlist, the provider shall add the client to the waitlist of other appropriate agencies.

8.1.3.3. Anytime a client is added to the waitlist of another agency, the provider shall complete consent in WITS to allow the agency the client is being referred to review client information in WITS.

8.1.3.4. Every business day, the staff member identified in 8.1.2 shall review pending clients from outside agencies to accept, reject or delete the client as appropriate.

8.1.3.5. Every business day, the staff member identified in 8.1.2 shall review their agency waitlist to ensure that any clients who were on the agency waitlist who are no longer on the waitlist due to admission, inaccessibility, etc. have been removed from the waitlist.

8.1.4. The Contractor shall provide a client on the waitlist interim services, defined as recovery support services or services with a lower ASAM Level of Care, under this contract or by referral to an agency that has an earlier available opening in the client's service area.

**9. Client Fees and Assistance with Enrolling in Insurance Programs**

9.1. The Contractor agrees to collect allowable fees from clients and to assist them with enrolling in private or public insurance programs when appropriate, as follows:

9.1.1. Agrees to using the Sliding Fee Scale and charging the client for their share for services in accordance with Exhibit B.

9.1.2. Agrees not to delay a client's admittance into a Substance Use Disorder Treatment and Recovery Support Services program for services due to a client's inability to immediately pay his or her share of the allowable fees (in accordance with Exhibit B) or pending an insurer's payment

9.1.3. Agrees to assist clients, who are unable to secure financial resources necessary for initial entry into the program, with obtaining other potential sources such as:



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- 9.1.3.1. Assess the client's appropriateness for enrollment in public or private insurance, including but not limited to Medicaid and New Hampshire Health Protection Program, and assist the client in enrolling in an appropriate public or private insurance program; and/or
  - 9.1.3.2. Complete assistance at or before intake, but no later than 14 days after intake.
  - 9.1.3.3. Develop payment plans.
  - 9.1.3.4. Document the assistance in Section 9.1.3 in a progress note.
- 9.2. The Contractor may discontinue services for a client who does not pay their share of the allowable fee(s), only after working with the client as described in Section 9.1.3.
- 9.3. The Contractor shall provide clients with copies of their individual financial accounts, upon the clients' request.

**10. Service Delivery Activities and Requirements**

- 10.1. The Contractor shall assess all clients for risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge based on policies and process approved by the Department within thirty (30) days from the contract effective date.
- 10.2. The Contractor shall assess all clients for withdrawal risk based on ASAM (2013) standards at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and stabilize all clients based on ASAM (2013) guidance and shall:
- 10.2.1. Provide stabilization services when a client's level of risk indicates a service with an ASAM Level of Care that can be provided under this Contract; If a client's risk level indicates a service with an ASAM Level of Care that can be provided under this contract, then the Contractor shall integrate withdrawal management into the client's treatment plan and provide on-going assessment of withdrawal risk to ensure that withdrawal is managed safely.
  - 10.2.2. Refer clients to a facility where the services can be provided when a client's risk indicates a service with an ASAM Level of Care that is higher than can be provided under this Contract; Coordinate with the withdrawal management services provider to admit the client to an appropriate service once the client's withdrawal risk has reached a level that can be provided under this contract. and
- 10.3. The Contractor shall complete treatment plans for all clients based on clinical evaluation data within 3 days of the clinical evaluation (defined in Section 7.1.6) and must address all ASAM (2013) domains and shall:



Exhibit A

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- 10.3.1. Be updated based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent;
  - 10.3.1. Have Treatment plan goals, objectives, and interventions written in terms that are specific, measurable, attainable, realistic and timely;
  - 10.3.2. Evidence the client's involvement in identifying, developing, and prioritizing goals, objectives, and interventions.
  - 10.4. The Contractor shall provide case management to clients that includes, at a minimum, coordination or care with Medication Assisted Treatment, physical, behavioral health, and peer recovery support providers as applicable with the client's:
    - 10.4.1. Primary care provider and if the client does not have a primary care provider, the Contractor will make an appropriate referral to one and coordinate care with that provider.
    - 10.4.2. Behavioral health care provider when serving clients with co-occurring substance use and mental health disorders, and if the client does not have a mental health care provider, then the Contractor will make an appropriate referral to one and coordinate care with that provider.
    - 10.4.3. Medication assisted treatment provider.
    - 10.4.4. Peer recovery support provider, and if the client does not have a peer recovery support provider, the Contractor will make an appropriate referral to one and coordinate care with that provider. Such coordination will include actively coordinating with local recovery community organizations (where available) to bring peer recovery support providers into the treatment setting to meet with clients to describe available services and engage clients in peer recovery support services as applicable.
  - 10.5. The Contractor shall submit for Department approval within thirty (30) days from the contract effective date, the policies and procedures for coordination of care described in in Section 10.4
  - 10.6. The Contractor will make continuing care, transfer, and discharge for all Services in Section 4. The Contractor shall decisions based on ASAM (2013) criteria and complete continuing of care, transfer and discharge plans that address all ASAM (2013) domains as follows:
    - 10.6.1. Begin the process of discharge/transfer planning at the time of the client's intake to the program.
    - 10.6.2. Review the 3 criteria for continuing services or the 4 criteria for transfer/discharge, when addressing continuing care or discharge/transfer that include:

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- 10.6.2.1. Continuing Service Criteria A: The patient is making progress, but has not yet achieved the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his or her treatment goals; or
- 10.6.2.2. Continuing Service Criteria B: The patient is not yet making progress, but has the capacity to resolve his or her problems. He/she is actively working toward the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his/her treatment goals; and /or
- 10.6.2.3. Continuing Service Criteria C: New problems have been identified that are appropriately treated at the present level of care. The new problem or priority requires services, the frequency and intensity of which can only safely be delivered by continued stay in the current level of care. The level of care which the patient is receiving treatment is therefore the least intensive level at which the patient's problems can be addressed effectively
- 10.6.2.4. Transfer/Discharge Criteria A: The Patient has achieved the goals articulated in the individualized treatment plan, thus resolving the problem(s) that justified admission to the present level of care. Continuing the chronic disease management of the patient's condition at a less intensive level of care is indicated; or
- 10.6.2.5. Transfer/Discharge Criteria B: The patient has been unable to resolve the problem(s) that justified the admission to the present level of care, despite amendments to the treatment plan. The patient is determined to have achieved the maximum possible benefit from engagement in services at the current level of care. Treatment at another level of care (more or less intensive) in the same type of services, or discharge from treatment, is therefore indicated; or
- 10.6.2.6. Transfer/Discharge Criteria C: The patient has demonstrated a lack of capacity due to diagnostic or co-occurring conditions that limit his or her ability to resolve his or her problem(s). Treatment at a qualitatively different level of care or type of service, or discharge from treatment, is therefore indicated; or
- 10.6.2.7. Transfer/Discharge Criteria D: The patient has experienced an





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intensification of his or her problem(s), or has developed a new problem(s), and can be treated effectively at a more intensive level of care.

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

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

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

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

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

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

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

10.9.4. The Requirements in Exhibit K.

**11. Continuous Recovery Monitoring**

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

11.1.1. Attempt to contact each client a minimum of three (3) times over the course of one week by telephone at a reasonable time when the client would normally be available.

11.1.2. Provide to the Department within 30 days of the contract effective date, the policies and procedures in place for at least one completed biweekly contact as in Sections 11.1.3 through 11.1.8, by telephone or face to face, with the client following discharge. Contact clients at least bi-weekly and no less frequently than:

11.1.2.1. 3 months post-discharge which is defined as 60 to 120 days from the last treatment service.

11.1.2.2. 6 months post-discharge which is defined as 150 to 210 days from the last treatment service.

11.1.2.3. 12 months post-discharge which is defined as 330 to 390 days



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from the last treatment service.

- 11.1.3. Inquire on the status of each client's recovery.
- 11.1.4. Identify any client needs.
- 11.1.5. Assist the client with addressing the needs identified in Section 11.1.4.
- 11.1.6. Provide early intervention to clients who have relapsed or whose recovery is at risk, as identified in Section 11.1.4, and record the same.
- 11.1.7. Include assessment of the National Outcomes Measures (NOMS) based client outcomes in WITS.
- 11.1.8. Complete the Client Follow-Up in WITS within 3 days of each completed contact.
- 11.2. The Contractor shall comply with performance of Exhibit A, Section 11.1.2, as follows:
  - 11.2.1. Twenty-five percent (25%) of discharged clients shall be contacted three (3) months after discharge.
  - 11.2.2. Ten percent (10%) of discharged clients shall be contacted (6) months after discharge.
  - 11.2.3. Five percent (5%) of discharged clients shall be contacted twelve (12) months after discharge.

**12. Tobacco Cessation**

- 12.1. The Contractor shall offer tobacco cessation tools and education to all eligible clients receiving services in this contract as follows:
  - 12.1.1. Asses clients for motivation in stopping the use of tobacco products;
  - 12.1.2. Offer resources such as but not limited to the Department's Tobacco Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the QuitLine; and
  - 12.1.3. Shall not use tobacco use, in and of itself, as grounds for discharging clients from services being provided under this contract.

**13. Tobacco Free Environment**

- 13.1. The Contractor shall have policies and procedures that create a tobacco-free environment. At a minimum these policies shall:
  - 13.1.1. Include the smoking of any tobacco product, the use of oral tobacco products or "spit" tobacco, and the use of electronic devices;
  - 13.1.2. Apply to employees, clients and employee or client visitors;
  - 13.1.3. Prohibit the use of tobacco products within the contractor's facilities at



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any time.

- 13.1.4. Prohibit the use of tobacco in any contractor owned vehicle.
- 13.1.5. Include whether or not use of tobacco products is prohibited outside of the facility on the grounds.
- 13.1.6. If use of tobacco products is allowed outside of the facility on the grounds:
  - 13.1.6.1. There shall be a designated smoking area(s) which is located at least 20 feet from the main entrance.
  - 13.1.6.2. All materials used for smoking in this area, including cigarette butts and matches, will be extinguished and disposed of in appropriate containers.
  - 13.1.6.3. Contractors will ensure periodic cleanup of the designated smoking area.
  - 13.1.6.4. If the designated smoking area is not properly maintained, it can be eliminated at the discretion of the contractor.
- 13.1.7. Prohibit tobacco use in any company vehicle.
- 13.1.8. Prohibit tobacco use in personal vehicles when transporting people on authorized business.
- 13.1.9. Post the tobacco free environment policy in the contractor's facilities and vehicles and included in employee, client, and visitor orientation.

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

- 14.1. The Contractor shall engage in and promote a Resiliency and Recovery Oriented System of Care (RROSC) at a minimum:
  - 14.1.1. Provide families and communities with education around Substance Use Disorders Treatment and Recovery Support Services;
  - 14.1.2. Work with the Department's regional public health networks in order to reduce stigma associated with substance misuse and increase collaboration between prevention, treatment, and community supports.

**15. Service Management and Monitoring**

- 15.1. The Contractor shall maintain a consistent service capacity for Substance Use Disorder Treatment and Recovery Support Services statewide by:
  - 15.1.1. Monitoring its individual capacity to consistently and evenly deliver these services; and
  - 15.1.2. Monitoring and managing the utilization levels of care and service array required under this contract throughout the contract period.
  - 15.1.3. No less than monthly, the Contractor shall monitor the percentage of the



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contract funding expended relative to the percentage of the contract period that has elapsed. If there is a difference of more than 10% between expended funding and elapsed time on the contract the contractor shall notify the Department within 5 days and submit a plan for correcting the discrepancy within 10 days of notifying the Department.

- 15.1.4. Beginning on July 1, 2016 and continuing every three months thereafter, the Department shall review the Contractor's utilization as described in Section 15.1.3 above. If the Contractor's expended funding is more than 25% below the elapsed time on the contract, the Department may amend the contract to reduce the overall price limitation.

**16. Service Area**

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

**17. Residential Facilities License**

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

**18. Staffing Requirements**

- 18.1. The Contractor shall meet the minimum staffing requirements as follows:
- 18.1.1. At least one Masters Licensed Alcohol and Drug Counselor (MLADC) or Licensed Alcohol and Drug Counselor (LADC) who also holds the Licensed Clinical Supervisor (LCS) credential;
  - 18.1.2. At least one MLADC or Licensed Alcohol and Drug Counselor (LADC) for every two unlicensed counselors providing clinical services;
  - 18.1.3. A sufficient number of:
    - 18.1.3.1. MLADCs to adequately provide for staff clinical supervision; and/or
    - 18.1.3.2. A sufficient number of LADCs with the LCS (Licensed Clinical Supervisor) credential to adequately provide for staff clinical supervision; and
    - 18.1.3.3. At least one Certified Recovery Support Worker (CRSW) for every 50 clients or portion thereof.
- 18.2. The Contractor shall utilize CRSWs to provide treatment services within their scope of practice as defined by New Hampshire Administrative Rule Title XXX, Chapter 330-C, Section 13.
- 18.3. Unlicensed staff providing clinical or recovery support services must hold a CRSW within 6 months of hire or effective date of this contract, whichever is later.



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- 18.4. Have policies and procedures related to student interns to address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract, including but not limited to:
  - 18.4.1. The Contractor shall base intern responsibilities and caseloads on student learning needs and school requirements and shall not utilize interns as adjunct staff to meet the staffing needs of the Contractor.
  - 18.4.2. Have student interns complete an approved ethics course prior to beginning their internship.
  - 18.4.3. Provide ongoing clinical supervision that includes:
    - 18.4.4. Weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress;
    - 18.4.5. Group supervision to help optimize the learning experience, when enough candidates are under supervision;
  - 18.4.6. Content that covers the:
    - 18.4.6.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee, and that covers;
    - 18.4.6.2. The core functions as described in the Twelve Core Functions of Alcohol and Drug Counseling, available at <http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171>; and
    - 18.4.6.3. The standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics.
- 18.5. The Contractor shall notify the Department, in writing of changes in key personnel and provide, within five (5) business days to the Department, updated resumes that clearly indicate the staff member is employed by the Contractor. Key personnel are those staff for whom at least 10% of their work time is spent providing alcohol or other drug abuse treatment services.
- 18.6. The Contractor shall notify the Department in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. The Contractor shall provide a copy of the resume of the employee, which clearly indicates the staff member is employed by the Contractor, with the notification.
- 18.7. The Contractor shall notify the Department in writing and submit a corrective action plan for Department approval within 14 days, when staffing does not meet the requirements defined in 18.1 through 18.4.



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- 18.8. The Contractor shall provide in-service training to all staff involved in client care within 15 days of the contract effective date or the staff person's start date, if after the contract effective date, and at least every 90 days thereafter on the following:
- 18.8.1. The contract requirements;
  - 18.8.2. Requirements in Exhibit K;
  - 18.8.3. SAMHSA Substance Abuse Prevention and Treatment Block Grant requirements relative to treatment services using a checklist provided by the Department; and
  - 18.8.4. All other relevant policies and procedures provided by the Department.
- 18.9. The Contractor shall provide in-service training or ensure attendance at an approved training by the Department to clinical staff, on HCV/HIV/TB & STD's annually. The contractor shall provide the Department with a list of staff attending an in-service training or Certificates of Attendance.
- 18.10. The Contractor shall provide suitable office, treatment, and meeting space that complies with all fire, health, and safety codes and is handicapped and wheelchair accessible.

**19. Web Information Technology System**

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

**20. Quality Assurance**

- 20.1. The Contractor shall participate in all quality improvement activities requested by the Department such as, but not limited to:
- 20.1.1. Submission of monthly, web based contract compliance reports no later than the 10<sup>th</sup> day of the month following the reporting month;
  - 20.1.2. Participation in electronic and in-person client record reviews;
  - 20.1.3. Participation in site visits;
  - 20.1.4. Reporting on National Outcome Measures (NOMs) data in WITS for:
    - 20.1.4.1. 100% of all clients at admission;
    - 20.1.4.2. 100% of all clients who are discharged because they have completed treatment or transferred to another program;



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- 20.1.4.3. 50% of all clients who are discharged for reasons other than those specified above in Section 20.1.4.2;
- 20.1.4.4. 25% of all clients who are 3 months post-discharge as defined in Section 11.1.2.1;
- 20.1.4.5. 10% of all clients who are 6 months post-discharge as defined in Section 11.1.2.2;
- 20.1.4.6. 5% of all clients who are 12 months post-discharge as defined in Section 11.1.2.3;
- 20.1.4.7. The above NOMs reporting requirements are minimum requirements and the Contractor shall attempt to achieve greater reporting results when possible.

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

**21. Performance Incentives**

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

21.1.1. The Contractor is eligible for incentive payments when successfully meeting the performance criteria in Section 21.1.2 and when there is available funding as in Section 21.1 at the time the Contractor meets the performance criteria.

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

Performance Criteria	Incentive Payment
Access to Services: for each client who screens eligible for services and starts receiving services, other than evaluation, whether for the identified service for the ASAM Level of Care or interim services, within 10 business days following the eligibility screening.	The Contractor will receive an incentive payment of \$75.00
Completion: for each client who is discharged from the program because they have completed treatment or	The Contractor will receive an incentive payment of



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Performance Criteria	Incentive Payment
transferred to another treatment provider as recorded in the Discharge Type field of the WITS Discharge Module.	\$75.00
Client Outcomes: for each client who was discharged from the program and meets at least 3 of the Outcome Criteria (in Section 21.1.2.1) in the 3 <sup>rd</sup> and/or 6 <sup>th</sup> month post-discharge, as evidenced by the WITS Follow-Up Module.	The Contractor will receive an incentive payment of \$50.00
Client Outcomes: for each client who was discharged from the program and meets at least 3 of the Outcome Criteria (below in Section 12.1.2.1) in the 12 <sup>th</sup> month post-discharge, as evidenced by the WITS Follow-Up Module.	The Contractor will receive an incentive payment of \$100.00

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

1. **Abstinence:** The client reports reduced or no substance use in the past 30 days prior to the contact.
2. **Employment/Education:** The client reports increased or retained employment or the client reports returning to or staying in school at the time of contact.
3. **Crime and Criminal Justice:** The client reports no arrests in the past 30 days prior to contact.
4. **Stability in Housing:** The client reports being in stable housing defined as not homeless or at risk of being homeless, at the time of contact.
5. **Social Connectedness:** The client reports engagement in Recovery Support Services, Care Coordination, and/or Community Based Support Groups in the past 30 days prior to contact.

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

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

1. The Contractor may receive \$1,000 for each submission (if funding is available in the contract at the time the





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Contractor submits the data, with priority of funding being for services). Screening disposition data must include:

- a. Total number of clients screened for services
- b. Number of client screened appropriate for services
- c. Number of clients engaging in services who's payer was:
  - i. This contract
  - ii. New Hampshire Health Protection Plan
  - iii. New Hampshire Medicaid
  - iv. Medicare
  - v. Private Insurance
  - vi. Self-Pay

## 22. Liquidated Damages

- 22.1. The Contractor and the Department agree that the Web Information Technology System (WITS) shall be the source of record with data polls beginning September 1, 2016 and every 5 months thereafter.
- 22.2. The Contractor and the Department agree that it will be extremely impracticable and difficult to determine actual damages that the Department will sustain in the event that the Contractor fails to maintain the required performance standards in Section 11.2, throughout the life of the contract. Any breach by the Contractor will delay and disrupt the Department's operations and obligations and lead to significant damages. Therefore, the parties agree that the liquidated damages as specified in the sections below are reasonable.
- 22.3. Assessment of liquidated damages shall be in addition to, not in lieu of, such other remedies as may be available to the Department. Except and to the extent expressly provided herein, the Department shall be entitled to recover liquidated damages cumulatively under each section applicable to any given incident.
- 22.4. The Department shall make all assessments of liquidated damages. Should the Department determine that liquidated damages may, or will be assessed; the Department shall notify the Contractor as specified in Section 23, Notifications and Remedies for Liquidated Damages, below.
- 22.5. The Contractor shall submit a written Corrective Action Plan to the Department within five (5) business days of receiving notification as specified in Section 23, Notifications and Remedies for Liquidated Damages., for review and approval prior to implementation of the corrective action plan.



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- 22.6. The Contractor agrees that as determined by the Department, failure to provide services that meet the performance standards in Section 11.2 shall result in liquidated damages as specified in Section 23, Notifications and Remedies for Liquidated Damages. The Department's decision to assess liquidated damages must be reasonable, based in fact and made in good faith.
- 22.7. The remedies specified in Section 23, Notifications and Remedies for Liquidated Damages, shall apply until the failure is cured or resulting dispute is resolved in the Contractor's favor.
- 22.8. Liquidated damages in the amount of \$2,500 for failure to meet all three of the performance measures in Section 11.2, except for Section 11.2.1 the liquidated damage shall be assessed when the percentage falls below 15%, at the time specified in Section 22.1.
- 22.9. The Department will deduct the amount of liquidated damages being assessed from the amount the Department owes on the monthly billing submitted to the Department after the assessment of liquidated damages.
- 22.10. The amount of liquidated damages assessed by the Department to the Contractor shall not exceed the price limitation in Form P-37, General Provisions, block 1.8, Price Limitation.

**23. Notifications and Remedies for Liquidated Damages.**

- 23.1. Prior to the imposition of liquidated damages or any other remedies under this Contract, including termination for breach, the Department shall issue written notice of remedies that shall include, as applicable:
  - 23.1.1. A citation to the Contract provision violated.
  - 23.1.2. The remedies to be applied and the date the remedies shall be imposed.
  - 23.1.3. The basis for the Department's determination that the remedies shall be imposed.
  - 23.1.4. A request for a Corrective Action Plan.
  - 23.1.5. The timeframe and procedure for the Contractor to dispute the Department's determination. The Contractor's dispute of liquidated damages or remedies shall not stay the effective date of the proposed liquidated damages or remedies.
  - 23.1.6. If the failure is not resolved within the cure period, liquidated damages may be imposed retroactively to the date of failure to perform and continue until the failure is cured or any resulting dispute is resolved in the Contractor's favor.
- 23.2. In connection with any action taken or decision made by the Department with



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respect to this Contract, within ninety (90) days following the action or decisions, the Contractor may protest such action or decision by the delivery of a notice of protest to the Department and by which the Contractor may protest said action or decision and/or request an informal hearing with the Director of the Bureau of Drug and Alcohol Services.

23.2.1. The Contractor shall provide the Department with an explanation of its position protesting the Department's action or decision.

23.2.2. The Director shall determine a time that is mutually agreeable to the parties during which they may present their views on the disputed issues. It is understood that the presentation and discussion of the disputed issues will be informal in nature.

23.2.3. The Director shall provide written notice of the time, format and location of the presentation.

23.2.4. At the conclusion of the presentations, the Director shall consider all evidence and shall render a written recommendation as soon as practicable, but in no event more than thirty (30) days after the conclusion of the presentation.

23.2.5. The Director may appoint a designee to hear and determine the matter.

**24. State and Federal Requirements**

24.1. If there is any error, omission, or conflict in the requirements listed below, the applicable Federal, State, and Local regulations, rules and requirements shall control. The requirements specified below are provided herein to increase the Contractor's compliance.

24.2. The Contractor agrees to the following state and/or federal requirements for Program requirements for specialty treatment for pregnant and parenting women:

24.2.1. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.

24.2.2. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.

24.2.3. The program provides or arranges for primary medical care for women who are receiving substance abuse services, including prenatal care.

24.2.4. The program provides or arranges for child care with the women are receiving services.

24.2.5. The program provides or arranges for primary pediatric care for the women's children, including immunizations.

24.2.6. The program provides or arranges for gender-specific substance abuse treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, and parenting.



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- 24.2.7. The program provides or arranges for therapeutic interventions for children in custody of women in treatment which may, among other things, address the children's developmental needs and their issues of sexual abuse, physical abuse, and neglect.
- 24.2.8. The program provides or arranges for sufficient case management and transportation services to ensure that the women and their children have access to the services described above.
- 24.2.9. Arrange for means activities to assist the client in finding and engaging in a service, which may include, but is not limited to helping the client to locate an appropriate provider, referring clients to the needed service provider, setting up appointments for clients with those providers, and assisting the client with attending appointments with the service provider.
- 24.3. The Contractor agrees to the following state and federal requirements for all programs in this Contract as follows:
- 24.3.1. Within 7 days of reaching 90% of capacity, the program notifies the state that 90% capacity has been reached.
- 24.3.2. The program admits each individual who requests and is in need of treatment for intravenous drug abuse not later than:
- 24.3.1.1. 14 days after making the request; or
- 24.3.1.2. 120 days if the program has no capacity to admit the individual on the date of the request and, within 48 hours after the request, the program makes interim services available until the individual is admitted to a substance abuse treatment program
- 24.3.2. The program offers interim services that include, at a minimum, the following:
- 24.3.2.1. Counseling and education about HIV and Tuberculosis (TB), the risks of needle-sharing, the risks of transmission to sexual partners and infants, and steps that can be taken to ensure that HIV and TB transmission does not occur
- 24.3.2.2. Referral for HIV or TB treatment services, if necessary
- 24.3.2.3. Individual and/or group counseling on the effects of alcohol and other drug use on the fetus for pregnant women and referrals for prenatal care for pregnant women
- 24.3.3. The program has established a waiting list that includes a unique patient identifier for each injecting drug abuser seeking treatment, including patients receiving interim services while awaiting admission.
- 24.3.4. The program has a mechanism that enables it to:
- 24.3.4.1. Maintain contact with individuals awaiting admission



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- 24.3.4.2. Admit or transfer waiting list clients at the earliest possible time to an appropriate treatment program within a service area that is reasonable to the client.
  - 24.3.4.3. The program takes clients awaiting treatment off the waiting list only when one of the following conditions exist:
    - 1. Such persons cannot be located for admission into treatment or
    - 2. Such persons refuse treatment
  - 24.3.5. The program carries out activities to encourage individuals in need of treatment services to undergo treatment by using scientifically sound outreach models such as those outlined below or, if no such models are applicable to the local situation, another approach which can reasonably be expected to be an effective outreach method.
  - 24.3.6. The program has procedures for:
    - 24.3.6.1. Selecting, training, and supervising outreach workers.
    - 24.3.6.2. Contacting, communicating, and following up with high-risk substance abusers, their associates, and neighborhood residents within the constraints of Federal and State confidentiality requirements.
    - 24.3.6.3. Promoting awareness among injecting drug abusers about the relationship between injecting drug abuse and communicable diseases such as HIV.
    - 24.3.6.4. Recommending steps that can be taken to ensure that HIV transmission does not occur.
  - 24.3.7. The program directly, or through arrangements with other public or non-profit private entities, routinely makes available the following TB services to each individual receiving treatment for substance abuse:
    - 24.3.7.1. Counseling the individual with respect to TB.
    - 24.3.7.2. Testing to determine whether the individual has been infected with mycobacteria TB to determine the appropriate form of treatment for the individual.
    - 24.3.7.3. Providing for or referring the individuals infected by mycobacteria TB appropriate medical evaluation and treatment.
  - 24.3.8. For clients denied admission to the program on the basis of lack of capacity, the program refers such clients to other providers of TB services.



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- 24.3.9. The program has implemented the infection control procedures that are consistent with those established by the Department to prevent the transmission of TB and that address the following:
- 24.3.9.1. Screening patients and identification of those individuals who are at high risk of becoming infected.
  - 24.3.9.2. Meeting all State reporting requirements while adhering to Federal and State confidentiality requirements, including 42 CFR part 2.
  - 24.3.9.3. Case management activities to ensure that individuals receive such services.
  - 24.3.9.4. The program reports all individuals with active TB as required by State law and in accordance with Federal and State confidentiality requirements, including 42 CFR part 2.
- 24.3.10. The program gives preference in admission to pregnant women who seek or are referred for and would benefit from Block Grant funded treatment services. Further, the program gives preference to clients in the following order:
- 24.3.10.1. To pregnant and injecting drug users first.
  - 24.3.10.2. To other pregnant substance users second.
  - 24.3.10.3. To other injecting drug users third.
  - 24.3.10.4. To all other individuals fourth.
- 24.3.11. The program refers all pregnant women to the State when the program has insufficient capacity to provide services to any such pregnant women who seek the services of the program.
- 24.3.12. The program makes available interim services within 48 hours to pregnant women who cannot be admitted because of lack of capacity.
- 24.3.13. The program makes continuing education in treatment services available to employees who provide the services.
- 24.3.14. The program has in effect a system to protect patient records from inappropriate disclosure, and the system:
- 24.3.14.1. Is in compliance with all Federal and State confidentiality requirements, including 42 CFR part 2.
  - 24.3.14.2. Includes provisions for employee education on the confidentiality requirements and the fact that disciplinary action may occur upon inappropriate disclosure.
- 24.3.15. The program does not expend SAPT Block Grant funds to provide



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inpatient hospital substance abuse services, except in cases when each of the following conditions is met:

- 24.3.15.1. The individual cannot be effectively treated in a community-based, non-hospital, residential program.
- 24.3.15.2. The daily rate of payment provided to the hospital for providing the services does not exceed the comparable daily rate provided by a community-based, non-hospital, residential program.
- 24.3.15.3. A physician makes a determination that the following conditions have been met:
  1. The primary diagnosis of the individual is substance abuse and the physician certifies that fact.
  2. The individual cannot be safely treated in a community-based, non-hospital, residential program.
  3. The service can be reasonably expected to improve the person's condition or level of functioning.
  4. The hospital-based substance abuse program follows national standards of substance abuse professional practice.
  5. The service is provided only to the extent that it is medically necessary (e.g., only for those days that the patient cannot be safely treated in community-based, non-hospital, residential program.)
- 24.3.16. The program does not expend Substance Abuse Prevention and Treatment (SAPT) Block Grant funds to purchase or improve land; purchase, construct, or permanently improve (other than minor remodeling) any building or other facility; or purchase major medical equipment.
- 24.3.17. The program does not expend SAPT Block Grant funds to satisfy and requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds.
- 24.3.18. The program does not expend SAPT Block Grant funds to provide financial assistance to any entity other than a public or nonprofit private entity.
- 24.3.19. The program does not expend SAPT Block Grant funds to make payments to intended recipients of health services.
- 24.3.20. The program does not expend SAPT Block Grant funds to provide individuals with hypodermic needles or syringes.

*ALP*



Exhibit A

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





Exhibit B

**Method and Conditions Precedent to Payment**

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, of the General Provisions, for the services provided by the Contractor pursuant to Exhibit A.
2. This Agreement is funded by:
  - 2.1. New Hampshire General Funds;
  - 2.2. Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment Funds;
  - 2.3. Federal Funds from the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959); and
  - 2.4. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements.
3. The Contractor agrees to be reimbursed for services listed in Exhibit B-1 on a fee for service basis. The Contractor agrees the fees for services are all-inclusive rates to deliver the services and to meet the requirements in Exhibit A.
4. Method for Charging Services under this Contract
  - 4.1. The Contractor agrees to:
    - 4.1.1. Directly bill and receive payments for services provided under this contract from public and private insurance plans, the clients, and the Department;
    - 4.1.2. Assuring a billing and payment system that enables expedited processing to the greatest degree possible so that a client's admittance into the program is not unduly delayed, and overpayments are immediately refunded.
    - 4.1.3. Maintaining an accurate accounting and records for all services billed, payments received and overpayments (if any) refunded.
  - 4.2. The Contractor agrees to determine and charge for services provided to an eligible client under this contract, as follows:
    - 4.2.1. The Contractor shall charge up to the Contract Rate, in Exhibit B-1, by first charging the client's private insurance when the insurers' rates are at or lower than the Contract Rate.
    - 4.2.2. The Contractor shall charge the client according to a Sliding fee scale, in Section 7, when the Contractor determines or anticipates that the private insurer will not remit payment for the full amount of the Contract Rate in Exhibit B-1.
    - 4.2.3. If, after the Contractor charges the client's insurer (if applicable) and the client, any portion of the Contract Rate remains unpaid, the Contractor shall charge the Department the balance (the Contract Rate less the private insurer and the client cost shares).



**Exhibit B**

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- 4.3. The Contractor agrees the amount charged to the client shall not exceed the Contract Rate in Exhibit B-1 multiplied by the corresponding percentage stated in Section 7 Sliding fee scale for the client's applicable income level.
  - 4.4. The Contractor shall not charge the combination of the public or private insurer, the client and the Department an amount greater than the Contract Rate in Exhibit B-1.
  - 4.5. In the event of an overpayment (wherein the combination of all payments received by the Contractor) for a given service exceeds the Contract Rate stated in Exhibit B-1, the Contractor shall refund the parties in the reverse order, unless the overpayment was due to insurer, client or Departmental error. In instances of payer error, the Contractor shall refund the party who erred, and adjust the charges to the other parties, according to a correct application of the Sliding Fee Schedule.
5. The Contractor shall submit billing through the Website Information Technology System (WITS) for services listed in Exhibit B-1, as follows:
    - 5.1. Enter encounter note(s) into WITS no later than three (3) days after the date the service was provided to the client
    - 5.2. Review the encounter notes no later than 20 days following the last day of the billing month, and notify the Department that encounter notes are ready for review.
    - 5.3. Correct errors, if any, in the encounter notes as identified by the Department no later than 7 days after being notified of the errors and notify the Department the notes have been corrected and are ready for review.
    - 5.4. Batch and transmit the encounter notes upon Department approval for the billing month.
      - 5.4.1. Submit separate batches for each billing month.
    - 5.5. Agrees that encounter notes submitted for review after sixty (60) days of the last day of the billing month may be subject to non-payment.
6. Payment for Crisis Services to Existing Clients and their Significant Others:
    - 6.1. The Department will reimburse the Contractor for Crisis Services as a fee for service either as individual outpatient services or individual recovery support services (non-clinical) as defined in Exhibit A, Section 5.2 or 5.3, respectively and at the rates, unit type, and service limit in Exhibit B-1.
7. Sliding Fee Scale
    - 7.1. The Sliding Fee Scale shall apply to the services listed in Exhibit B-as follows:
    - 7.2. The Contractor will charge the client their portion of the Contract Rate (Maximum Allowed Charge) found in Exhibit B-1, based on the following sliding fee scale as follows:
      - 7.2.1. When the client's income is 0% to 138% of the Federal Poverty Level (FPL), the Contractor will charge the client 0% of the Contract Rate.
      - 7.2.2. When the client's income is 139 to 149% of the Federal Poverty Level (FPL), the Contractor will charge the client 8% of the Contract Rate.



**Exhibit B**

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- 7.2.3. When the client's income is 150% to 199% of the Federal Poverty Level (FPL), the Contractor will charge the client 12% of the Contract Rate.
  - 7.2.4. When the client's income is 200% to 249% of the Federal Poverty Level (FPL), the Contractor will charge the client 25% of the Contract Rate.
  - 7.2.5. When the client's income is 250% to 299% of the Federal Poverty Level (FPL), the Contractor will charge the client 40% of the Contract Rate.
  - 7.2.6. When the client's income is 300% to 349% of the Federal Poverty Level (FPL), the Contractor will charge the client 57%% of the Contract Rate.
  - 7.2.7. When the client's income is 350% to 399% of the Federal Poverty Level (FPL), the Contractor will charge the client 77% of the Contract Rate.
- 7.3. The Contractor shall not deny a minor child (under the age of 18) services because of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.
8. Non Reimbursement for Services
- 8.1. The State will not reimburse the Contractor for services provided through this contract when a client has or may have an alternative payer for services described in this scope of work, such as:
    - 8.1.1. Services covered by New Hampshire Health Protection Program for clients who are eligible for the New Hampshire Health Protection Program.
    - 8.1.2. Services covered by New Hampshire Medicaid for clients who are eligible for New Hampshire Medicaid.
    - 8.1.3. Services covered by Medicare for clients who are eligible for Medicare.
    - 8.1.4. Services covered by the client's private insurer(s) at a rate greater than the contract rate (in Exhibit B-1) set by the Department.
  - 8.2. Notwithstanding Section 8.1 above, the Contractor may seek reimbursement from the State for services provided under this contract when a client needs a service that is not covered by the payers listed in Section 8.1.
9. When the contract price limitation is reached the program shall continue to operate at full capacity at no charge to the Department for the duration of the contract period.
10. Funding may not be used to replace funding for a program already funded from another source.
11. The Contractor will keep records of their activities related to Department programs and services.
12. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said



Exhibit B

services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

13. Contractor will have forty-five (45) days from the end of the contract period to submit to the Department final invoices for payment. Any adjustments made to a prior invoice will need to be accompanied by supporting documentation.
14. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:
  - 14.1. The Contractor agrees to use the SAPT funds as the payment of last resort.
  - 14.2. The Contractor agrees to the following funding restrictions on SAPT Block Grant expenditures to:
    - 14.2.1. Make cash payments to intended recipients of substance abuse services.
    - 14.2.2. Expend more than the amount of Block Grant funds expended in Federal Fiscal Year 1991 for treatment services provided in penal or correctional institutions of the State.
    - 14.2.3. Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
    - 14.2.4. Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.
  - 14.3. The Contractor agrees to the Charitable Choice federal statutory provisions as follows:
    - 14.3.1. Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.



Exhibit B-1

**Service and Fee Table**

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

**Table A**

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



**SPECIAL PROVISIONS**

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

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



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

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

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

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

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





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

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

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

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

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

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

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



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

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

#### DEFINITIONS

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

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

**DEPARTMENT:** NH Department of Health and Human Services.

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

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

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

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

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

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



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**REVISIONS TO GENERAL PROVISIONS**

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
  4. **CONDITIONAL NATURE OF AGREEMENT.**  
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
  - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. The Division reserves the right to renew the Contract for up to two additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

**ALTERNATIVE I - FOR GRANTEEES OTHER THAN INDIVIDUALS**

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

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

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

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

New Hampshire Department of Health and Human Services  
Exhibit D



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
    - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

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

Contractor Name: Concord Hospital, Inc.

3-1-16  
Date

Robert P. Steigmeyer  
Name: Robert P. Steigmeyer  
Title: President + CEO



**CERTIFICATION REGARDING LOBBYING**

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

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

Programs (indicate applicable program covered):

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

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

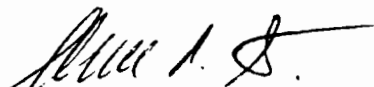
1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection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

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

Contractor Name: *Concord Hospital, Inc*

3-1-16

Date

  
Name: *Robert P. Steigmeier*  
Title: *President + CEO*



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

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

**INSTRUCTIONS FOR CERTIFICATION**

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



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

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

**PRIMARY COVERED TRANSACTIONS**

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

**LOWER TIER COVERED TRANSACTIONS**

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

Contractor Name: Concord Hospital, Inc.

3-1-16  
Date

[Signature]  
Name: Robert P. Steigmeyer  
Title: President/CEO





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

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

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

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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

Exhibit G

Contractor Initials

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

New Hampshire Department of Health and Human Services  
Exhibit G



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

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

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

Contractor Name: Concord Hospital, Inc.

3-1-16  
Date

[Signature]  
Name: Robert P. Steigmayer  
Title: President + CEO

Exhibit G

Contractor Initials [Signature]

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



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

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

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

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

Contractor Name: *Concord Hospital Inc*

3-1-16  
Date

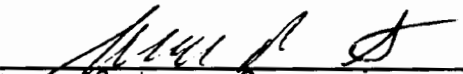
  
Name: *Robert P. Steigmeyer*  
Title: *President + CEO*



Exhibit I

**HEALTH INSURANCE PORTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

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

(1) **Definitions.**

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



Exhibit I

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

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

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



Exhibit I

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

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

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

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

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

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



Exhibit I

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

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

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Exhibit I

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

**(4) Obligations of Covered Entity**

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

**(5) Termination for Cause**

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

**(6) Miscellaneous**

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

*[Handwritten initials]*





Exhibit I

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

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

Department of Health & Human Services  
The State

Kathleen A. Dunn  
Signature of Authorized Representative

Kathleen A. Dunn  
Name of Authorized Representative

Associate Commissioner  
Title of Authorized Representative

3/4/16  
Date

Concord Hospital, Inc.  
Name of the Contractor

[Signature]  
Signature of Authorized Representative

Robert P. Steigmeyer  
Name of Authorized Representative

President + CEO  
Title of Authorized Representative

3-1-16  
Date



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

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

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

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

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

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

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

Contractor Name: *Concord Hospital, Inc*

3-1-16  
Date

*[Signature]*  
Name: *Robert P. Steigmeier*  
Title: *President - CEO*



**FORM A**

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

1. The DUNS number for your entity is: 073977399
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO                       YES

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

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

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

NO                       YES

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

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

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

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



Exhibit K

Operational Requirements for all Programs

The contractor shall comply with the following requirements:

1. Requirements for Organizational or Program Changes.  
The contractor shall provide the department with written notice at least 30 days prior to changes in any of the following:
    - 1.1.1. Ownership;
    - 1.1.2. Physical location;
    - 1.1.3. Name.
  - 1.2. When there is a new administrator, the following shall apply:
    - 1.2.1. The contractor shall provide the department with immediate notice when an administrator position becomes vacant;
    - 1.2.2. The contractor shall notify the department in writing as soon as possible prior to a change in administrator, and immediately upon the lack of an administrator, and provide the department with the following:
      - 1.2.2.1. The written disclosure of the new administrator required in Section 1.2 above;
      - 1.2.2.2. A resume identifying the name and qualifications of the new administrator; and
      - 1.2.2.3. Copies of applicable licenses for the new administrator;
    - 1.2.3. When there is a change in the name, the contractor shall submit to the department a copy of the certificate of amendment from the New Hampshire Secretary of State, if applicable, and the effective date of the name change.
    - 1.2.4. When a contractor discontinues a contracted program, it shall submit to the department:
      - 1.2.4.1. A plan to transfer, discharge or refer all clients being served in the contracted program; and
      - 1.2.4.2. A plan for the security and transfer of the client's records being served in the contracted program as required by Sections 12.8 – 12.10 below and with the consent of the client.
2. Inspections.  
For the purpose of determining compliance with the contract, the contractor shall admit and allow any department representative at any time to inspect the following:
  - 2.1.1. The facility premises;
  - 2.1.2. All programs and services provided under the contract; and
  - 2.1.3. Any records required by the contract.
- 2.2. A notice of deficiencies shall be issued when, as a result of any inspection, the department determines that the contractor is in violation of any of the contract requirements.
- 2.3. If the notice identifies deficiencies to be corrected, the contractor shall submit a plan of correction in accordance within 21 working days of receiving the inspection findings.
3. Administrative Remedies.
  - 3.1. The department shall impose administrative remedies for violations of contract requirements, including:
    - 3.1.1. Requiring a contractor to submit a plan of correction (POC);
    - 3.1.2. Imposing a directed POC upon a contractor;
    - 3.1.3. Suspension of a contract; or
    - 3.1.4. Revocation of a contract.



Exhibit K

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



Exhibit K

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



Exhibit K

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

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

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

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



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





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



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

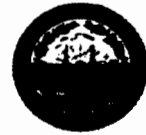


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- 7.6.12. A signed statement acknowledging the receipt of the contractor's policy setting forth the client's rights and responsibilities, including confidentiality requirements, and acknowledging training and implementation of the policy.
- 7.6.13.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



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



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



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



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

12. Client Record System.

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

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

- 12.1.1. Organized into related sections with entries in chronological order;
- 12.1.2. Easy to read and understand;
- 12.1.3. Complete, containing all the parts; and
- 12.1.4. Up-to-date, including notes of most recent contacts.

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

12.2.1. First section, Intake/Initial Information:

12.2.1.1. Identification data, including the client's:

- 12.2.1.1.1. Name;
- 12.2.1.1.2. Date of birth;
- 12.2.1.1.3. Address;
- 12.2.1.1.4. Telephone number; and
- 12.2.1.1.5. The last 4 digits of the client's Social Security number;

12.2.1.2. The date of admission;

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

- 12.2.1.3.1. The guardian; and
- 12.2.1.3.2. The representative payee;

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

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

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

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

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

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

12.2.1.10. The client's personal health history;

12.2.1.11. The client's mental health history;

12.2.1.12. Current medications;

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

12.2.1.14. Signed receipt of notification of client rights;

12.2.2. Second section, Screening/Assessment/Evaluation:

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

12.2.3. Third section, Treatment Planning:

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



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





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



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



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



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



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



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

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



43.2

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

This 2<sup>nd</sup> Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment 2") dated this 15<sup>th</sup> day of May, 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Families First of the Greater Seacoast (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 100 Campus Drive, Portsmouth, NH 03801.

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

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

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

WHEREAS, the parties agree to extend the completion date of the agreement by three (3) months, and increase the price limitation.

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

1. General Provisions (Form P-37), Block 1.6, to add Account Numbers:  
05-095-092-920510-33820000-102-500734  
05-095-092-920510-33840000-102-500734
2. General Provisions (Form P-37), Block 1.7, to read September 30, 2017.
3. General Provisions (Form P-37), Block 1.8, to increase Price Limitation to read: \$38,400.
4. General Provisions (Form P-37), Block 1.9, to read Jonathan V. Gallo, Esq., Interim Director of Contracts and Procurement.
5. General Provisions (Form P-37), Block 1.10 to read 603-271-9246.
6. Add to Exhibit A, Section 1.3 to read:
  - 1.3 Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennium.



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

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

<b>Service</b>	<b>Contract Rate (Maximum Allowed Charge)</b>	<b>Unit</b>	<b>Service Limit</b>
Enhanced Services	Cost Reimbursement	Cost Reimbursement	Up to \$7,438, and according to Section 7 of Exhibit B. This amount is inclusive of the amount in the Box 1.8 of the P-37.

And replace with the following:

<b>Service</b>	<b>Contract Rate (Maximum Allowed Charge)</b>	<b>Unit</b>	<b>Service Limit</b>
Enhanced Services	Cost Reimbursement	Cost Reimbursement	Up to \$8,925 and according to Section 7 of Exhibit B. This amount is inclusive of the amount in the Box 1.8 of the P-37.

Remainder of this page is left intentionally blank





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

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

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

State of New Hampshire  
Department of Health and Human Services

5/25/17  
Date

[Signature]  
Katja S. Fox  
Director

Families First of the Greater Seacoast

5/16/17  
Date

[Signature]  
Name: Helen B. Taft  
Title: Executive Director

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Roussignac on 5/16/17, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

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

**Kimberlee A. Durkee**  
**Notary Public**  
Name of Notary or Justice of the Peace  
**My Commission Expires**  
**April 3, 2018**

My Commission Expires: \_\_\_\_\_

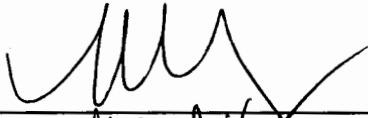
**New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services**



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

OFFICE OF THE ATTORNEY GENERAL

Date 4/5/17

  
Name: Richard A. Ayoub  
Title: Attorney General

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

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that FAMILIES FIRST OF THE GREATER SEACOAST is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on August 28, 1986. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 101090



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 5th day of April A.D. 2017.

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

William M. Gardner  
Secretary of State

# CERTIFICATE OF VOTE

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

1. I am a duly elected Officer of Families First of Greater Seacoast.  
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on 5/15/17:  
(Date)

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

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 16 day of May, 2017.  
(Date Contract Signed)

4. Helen B. Taft is the duly elected Executive Director  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Linda Sanborn  
(Signature of the Elected Officer)

STATE OF New Hampshire  
County of Hackensack

The forgoing instrument was acknowledged before me this 16<sup>th</sup> day of May, 2017

By Linda Sanborn  
(Name of Elected Officer of the Agency)

Kimberlee A. Durkee  
(Notary Public/Justice of the Peace)

**Kimberlee A. Durkee**  
(NOTARY SEAL) **Notary Public**  
**My Commission Expires**  
**April 3, 2018**

Commission Expires: \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/5/2017

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

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

<b>PRODUCER</b> Tobey & Merrill Insurance 20 High Street  Hampton NH 03842-2214	<b>CONTACT NAME:</b> Edward Jackson <b>PHONE (A/C, No, Ext):</b> (603) 926-7655 <b>E-MAIL ADDRESS:</b> edward@tobeymerrill.com	<b>FAX (A/C, No):</b> (603) 926-2135
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Families First of the Greater Seacoast 100 Campus Dr Ste 12 Suite 12 Portsmouth NH 03801	<b>INSURER A:</b> Peerless Indemnity	<b>NAIC #</b> 18333
	<b>INSURER B:</b> Peerless Insurance Company	<b>NAIC #</b> 24198
	<b>INSURER C:</b> Technology Insurance	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** CL173804804      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			B0P8358757	12/29/2016	12/29/2017	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 Employee Benefits \$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			BA5375202	12/29/2016	12/29/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist \$ 1,000,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CU8353458	12/29/2016	12/29/2017	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	TWC3602634	12/29/2016	12/29/2017	<input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

<b>CERTIFICATE HOLDER</b>  DHHS/DCYF 129 PLEASANT ST CONCORD, NH 03301	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  Edward Jackson/EJJ

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# **Families First**

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*support for families...health care for all*

## **Mission Statement**

Families First Health and Support Center contributes to the health and well-being of the Seacoast community by providing a broad range of health and family services to all, regardless of ability to pay.

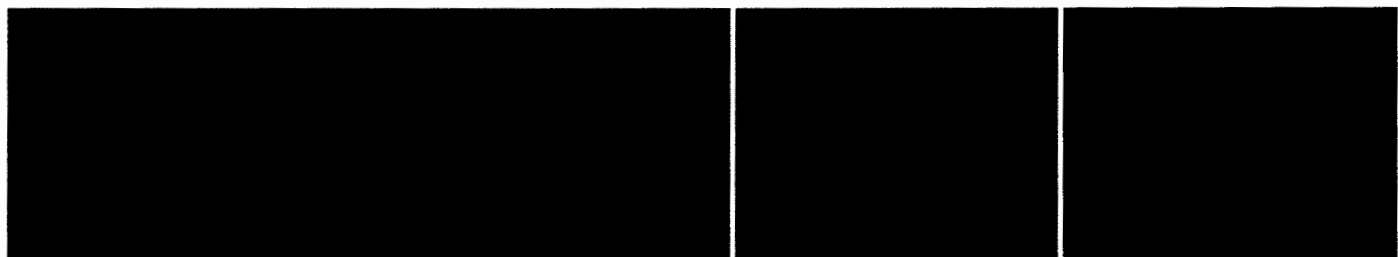
## **Vision Statement**

We envision a strong community that provides fully for the health and well-being of all its members.

## **Guiding Principles**

Families First will:

- offer a broad array of health and family services to meet evolving community needs;
- meet a standard of excellence in all services;
- ensure that no one is turned away due to inability to pay;
- treat clients respectfully and with concern for dignity;
- integrate services wherever possible;
- partner with other organizations to help realize our vision.



# Families First

*support for families...health care for all*

FINANCIAL STATEMENTS

June 30, 2016 and 2015

With Independent Auditor's Report





## INDEPENDENT AUDITOR'S REPORT

Board of Directors  
Families First of the Greater Seacoast

We have audited the accompanying financial statements of Families First of the Greater Seacoast, which comprise the balance sheets as of June 30, 2016 and 2015, and the related statements of operations, changes in net assets and cash flows for the years then ended, and the related notes to the financial statements.

### ***Management's Responsibility for the Financial Statements***

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

### ***Auditor's Responsibility***

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

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

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



***Opinion***

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Families First of the Greater Seacoast as of June 30, 2016 and 2015, and the results of its operations, changes in its net assets and its cash flows for the years then ended, in accordance with U.S. generally accepted accounting principles.

*Berry Dunn McNeil & Parker, LLC*

Manchester, New Hampshire  
November 9, 2016

**FAMILIES FIRST OF THE GREATER SEACOAST**

**Balance Sheets**

**June 30, 2016 and 2015**

**ASSETS**

	<u>2016</u>	<u>2015</u>
Current assets		
Cash and cash equivalents	\$ 726,265	\$ 350,670
Patient accounts receivable, less allowance for uncollectible accounts of \$62,155 in 2016 and \$54,489 in 2015	337,248	297,832
Grants receivable	85,670	72,622
Current portion of pledges receivable	197,507	275,467
Other current assets	<u>36,247</u>	<u>26,601</u>
Total current assets	1,382,937	1,023,192
Investments	156,031	99,769
Investment in limited liability company	16,204	-
Assets limited as to use	1,450,076	1,680,036
Property and equipment, net	<u>573,466</u>	<u>418,783</u>
Total assets	<u>\$ 3,578,714</u>	<u>\$ 3,221,780</u>

**LIABILITIES AND NET ASSETS**

Current liabilities		
Accounts payable and accrued expenses	\$ 112,479	\$ 52,580
Accrued payroll and related expenses	463,760	313,185
Patient deposits	58,215	47,922
Deferred revenue	<u>35,501</u>	<u>60,200</u>
Total liabilities	<u>669,955</u>	<u>473,887</u>
Net assets		
Unrestricted	1,238,753	915,781
Temporarily restricted	469,319	631,425
Permanently restricted	<u>1,200,687</u>	<u>1,200,687</u>
Total net assets	<u>2,908,759</u>	<u>2,747,893</u>
Total liabilities and net assets	<u>\$ 3,578,714</u>	<u>\$ 3,221,780</u>

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

**FAMILIES FIRST OF THE GREATER SEACOAST**

**Statements of Operations**

**Years Ended June 30, 2016 and 2015**

	<u>2016</u>	<u>2015</u>
Operating revenue		
Patient service revenue	\$ 2,627,125	\$ 2,152,348
Provision for bad debts	<u>(63,508)</u>	<u>(37,705)</u>
Net patient service revenue	2,563,617	2,114,643
Grants and contracts	1,689,549	1,332,274
Contributions	1,003,671	1,348,525
Equity earnings of limited liability company	15,704	-
Other operating revenue	68,811	120,613
Net assets released from restrictions for operations	<u>840,222</u>	<u>1,159,515</u>
Total operating revenue	<u>6,181,574</u>	<u>6,075,570</u>
Operating expenses		
Salaries and benefits	4,389,821	4,121,046
Other operating expenses	1,507,681	1,211,689
Depreciation	83,306	80,984
Interest expense	<u>-</u>	<u>6,666</u>
Total operating expenses	<u>5,980,808</u>	<u>5,420,385</u>
Operating income	<u>200,766</u>	<u>655,185</u>
Non-operating revenue and gains		
Investment income	3,057	2,452
Gain on sale of capital asset	-	34,844
Change in fair value of investments	<u>(5,851)</u>	<u>(3,756)</u>
Total non-operating revenue and gains	<u>(2,794)</u>	<u>33,540</u>
Excess of revenue over expenses	197,972	688,725
Contributions received for capital acquisition	125,000	-
Net assets released for capital acquisition	<u>-</u>	<u>234,118</u>
Increase in unrestricted net assets	<u>\$ 322,972</u>	<u>\$ 922,843</u>

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

**FAMILIES FIRST OF THE GREATER SEACOAST**

**Statements of Changes in Net Assets**

**Years Ended June 30, 2016 and 2015**

	<u>2016</u>	<u>2015</u>
Unrestricted net assets		
Excess of revenue over expenses	\$ 197,972	\$ 688,725
Contributions received for capital acquisition	125,000	-
Net assets released for capital acquisition	<u>-</u>	<u>234,118</u>
Increase in unrestricted net assets	<u>322,972</u>	<u>922,843</u>
Temporarily restricted net assets		
Contributions	698,982	750,695
Investment income	25,187	23,575
Change in fair value of investments	(46,053)	(26,114)
Net assets released from restrictions for operations	(840,222)	(1,159,515)
Net assets released for capital acquisition	<u>-</u>	<u>(234,118)</u>
Decrease in temporarily restricted net assets	<u>(162,106)</u>	<u>(645,477)</u>
Change in net assets	160,866	277,366
Net assets, beginning of year	<u>2,747,893</u>	<u>2,470,527</u>
Net assets, end of year	<u>\$ 2,908,759</u>	<u>\$ 2,747,893</u>

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

**FAMILIES FIRST OF THE GREATER SEACOAST**

**Statements of Cash Flows**

**Years Ended June 30, 2016 and 2015**

	<u>2016</u>	<u>2015</u>
Cash flows from operating activities		
Change in net assets	\$ 160,866	\$ 277,366
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Provision for bad debts	63,508	37,705
Depreciation	83,306	80,984
Equity earnings of limited liability company	(15,704)	-
Gain on sale of capital asset		(34,844)
Restricted contributions for long-term purposes	(125,000)	-
Change in fair value of investments	51,904	29,870
(Increase) decrease in the following assets:		
Patient accounts receivable	(102,924)	(119,498)
Grants receivable	(13,048)	44,794
Pledges receivable	77,960	332,523
Other current assets	(9,646)	7,210
Increase (decrease) in the following liabilities:		
Accounts payable and accrued expenses	59,899	(64,571)
Accrued payroll and related expenses	150,575	921
Patient deposits	10,293	6,949
Deferred revenue	(24,699)	48,420
Net cash provided by operating activities	<u>367,290</u>	<u>647,829</u>
Cash flows from investing activities		
Capital acquisitions	(237,989)	(217,073)
Proceeds from sale of capital asset	-	35,000
Purchase of investments	(28,742)	(363,435)
Proceeds from the sale of investments	<u>150,036</u>	<u>91,555</u>
Net cash used by investing activities	<u>(116,695)</u>	<u>(453,953)</u>
Cash flows from financing activities		
Payments on line of credit	-	(243,849)
Restricted contributions for long-term purposes	<u>125,000</u>	<u>-</u>
Net cash provided (used) by financing activities	<u>125,000</u>	<u>(243,849)</u>
Net increase (decrease) in cash and cash equivalents	375,595	(49,973)
Cash and cash equivalents, beginning of year	<u>350,670</u>	<u>400,643</u>
Cash and cash equivalents, end of year	<u>\$ 726,265</u>	<u>\$ 350,670</u>
Supplemental disclosures of cash flow information		
Cash paid for interest	<u>\$ -</u>	<u>\$ 6,666</u>

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

# FAMILIES FIRST OF THE GREATER SEACOAST

## Notes to Financial Statements

June 30, 2016 and 2015

### 1. Summary of Significant Accounting Policies

#### Organization

Families First of the Greater Seacoast (Organization) is a non-stock, not-for-profit corporation organized in New Hampshire. The Organization is a Federally Qualified Health Center (FQHC) which provides comprehensive medical and family support services, including primary care, dental, well child care, substance abuse counseling, parenting education, and home visitation programs to residents of the Seacoast region (New Hampshire and Maine).

#### Income Taxes

The Organization is a public charity under Section 501(c)(3) of the Internal Revenue Code. As a public charity, the Organization is exempt from state and federal income taxes on income earned in accordance with its tax-exempt purpose. Unrelated business income is subject to state and federal income tax. Management has evaluated the Organization's tax positions and concluded that the Organization has no unrelated business income or uncertain tax positions that require adjustment to the financial statements.

#### Use of Estimates

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

#### Cash and Cash Equivalents

Cash and cash equivalents consist of demand deposits and petty cash funds and exclude amounts whose use is limited by Board designation or donor-imposed restrictions.

#### Allowance for Uncollectible Accounts

Patient accounts receivable are stated at the amount management expects to collect from outstanding balances. Patient accounts receivable are reduced by an allowance for uncollectible accounts. In evaluating the collectibility of patient accounts receivable, the Organization analyzes its past history and identifies trends for each funding source. Management regularly reviews data about revenue in evaluating the sufficiency of the allowance for uncollectible accounts. Amounts not collected after all reasonable collection efforts have been exhausted are applied against the allowance for uncollectible accounts. The Organization has not changed its methodology for estimating the allowance for uncollectible accounts.

# FAMILIES FIRST OF THE GREATER SEACOAST

## Notes to Financial Statements

June 30, 2016 and 2015

A reconciliation of the allowance for uncollectible accounts at June 30 is as follows:

	<u>2016</u>	<u>2015</u>
Balance, beginning of year	\$ 54,489	\$ 51,984
Provision	63,508	37,705
Write-offs	<u>(55,842)</u>	<u>(35,200)</u>
Balance, end of year	<u>\$ 62,155</u>	<u>\$ 54,489</u>

The increase in provision is primarily due to an increase in patient balances over 120 days old.

### Grants Receivable

Grants receivable are stated at the amount management expects to collect from outstanding balances. All such amounts are considered collectible.

### Investments

The Organization reports investments at fair value, and has elected to report all gains and losses in the excess (deficiency) of revenues over expenses to simplify the presentation of these amounts in the statement of operations. Investments include donor endowment funds and board-designated assets. Accordingly, investments have been classified as non-current assets on the accompanying balance sheet regardless of maturity or liquidity. The Organization has established policies governing long-term investments, which are held within several investment accounts, based on the purposes for those investment accounts and their earnings.

Investment income and the change in fair value are included in the excess of revenue over expenses, unless otherwise stipulated by the donor or State Law.

Investments, in general, are exposed to various risks, such as interest rate, credit, and overall market volatility risks. As such, it is reasonably possible that changes in the values of investments will occur in the near term and that such changes could materially affect the amounts reported in the balance sheets.

### Investment in Limited Liability Company

The Organization is one of eight partners who have each made a capital contribution of \$500 to Primary Health Care Partners, LLC (PHCP) during 2015. The Organization's investment in PHCP is reported using the equity method and the investment amounted to \$16,204 and \$- at June 30, 2016 and 2015, respectively.

### Assets Limited As To Use

Assets limited as to use include assets designated by the Board of Directors for future use and donor-restricted contributions to be held in perpetuity.

# FAMILIES FIRST OF THE GREATER SEACOAST

## Notes to Financial Statements

June 30, 2016 and 2015

### **Property and Equipment**

Property and equipment acquisitions are recorded at cost. Depreciation is provided over the estimated useful life of each class of depreciable asset and is computed on the straight-line method.

Gifts of long-lived assets, such as land, buildings, or equipment, are reported as unrestricted net assets and excluded from the excess of revenues over expenses unless explicit donor stipulations specify how the donated assets must be used. Gifts of long-lived assets with explicit restrictions that specify how the assets are to be used and gifts of cash or other assets that must be used to acquire long-lived assets are reported as temporarily restricted net assets. Absent explicit donor stipulations about how long those long-lived assets must be maintained, expirations of donor restrictions are reported when the donated or acquired long-lived assets are placed in service.

### **Temporarily and Permanently Restricted Net Assets**

Temporarily restricted net assets include contributions and grants for which donor-imposed restrictions have not been met. Assets are released from restrictions as expenditures are made in line with restrictions called for under the terms of the donor.

Permanently restricted net assets have been restricted by donors to be maintained by the Organization in perpetuity, the income of which is primarily available for operations.

### **Patient Service Revenue**

Patient service revenue is reported at the estimated net realizable amounts from patients, third-party payers, and others for services rendered, including estimated retroactive adjustments under reimbursement agreements with third-party payers. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and adjusted in future periods as final settlements are determined.

### **Charity Care**

The Organization provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates. Because the Organization does not pursue collection of amounts determined to qualify as charity care, they are not reported as net patient service revenue.

### **Donated Goods and Services**

Various program help and support for the daily operations of the Organization's programs were provided by the general public of the communities served by the Organization. Donated supplies and services are recorded at their estimated fair values on the date of receipt. Donated supplies and services amounted to \$294,007 and \$147,044 for the years ended June 30, 2016 and 2015, respectively.



# FAMILIES FIRST OF THE GREATER SEACOAST

## Notes to Financial Statements

June 30, 2016 and 2015

### Donor-Restricted Gifts

Unconditional promises to give cash and other assets are reported at fair value at the date the promise is received. Conditional promises to give and indications of intentions to give are reported at fair value at the date the gift is received. The gifts are reported as either temporarily or permanently restricted support if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statements of operations as "net assets released from restrictions." Donor-restricted contributions whose restrictions are met in the same year as received are reflected as unrestricted contributions in the accompanying financial statements.

### Promises to Give

Unconditional promises to give that are expected to be collected in future years are recorded at the present value of their estimated future cash flows. Given the short term nature of the pledges, they are not discounted and no reserve for uncollectible pledges has been established. Conditional promises to give are not included as support until the conditions are substantially met.

### Functional Expenses

The Organization provides various services to residents within its geographic location. Expenses related to providing these services are as follows:

	<u>2016</u>	<u>2015</u>
Program services	\$ 5,202,419	\$ 4,706,160
Administrative and general	621,430	574,957
Fundraising	<u>156,959</u>	<u>139,268</u>
Total	<u>\$ 5,980,808</u>	<u>\$ 5,420,385</u>

### Excess of Revenue Over Expenses

The statements of operations reflect the excess of revenue over expenses. Changes in unrestricted net assets which are excluded from the excess of revenue over expenses, consistent with industry practice, include contributions of long-lived assets (including assets acquired using contributions which, by donor restriction, were to be used for the purposes of acquiring such assets).

### Subsequent Events

For purposes of the preparation of these financial statements, management has considered transactions or events occurring through November 9, 2016, the date that the financial statements were available to be issued. Management has not evaluated subsequent events after that date for inclusion in the financial statements.

**FAMILIES FIRST OF THE GREATER SEACOAST**

**Notes to Financial Statements**

**June 30, 2016 and 2015**

**2. Investments**

Investments, stated at fair value, consisted of the following:

	<u>2016</u>	<u>2015</u>
Long-term investments	\$ 156,031	\$ 99,769
Assets limited as to use	<u>1,450,076</u>	<u>1,541,850</u>
 Total investments	 <u>\$ 1,606,107</u>	 <u>\$ 1,641,619</u>

**Fair Value of Financial Instruments**

Financial Accounting Standards Board Accounting Standards Codification (ASC) Topic 820, *Fair Value Measurement*, defines fair value as the price that would be received to sell an asset or paid to transfer a liability (an exit price) in an orderly transaction between market participants and also establishes a fair value hierarchy which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. The fair value hierarchy within ASC Topic 820 distinguishes three levels of inputs that may be utilized when measuring fair value:

Level 1: Quoted prices (unadjusted) for identical assets or liabilities in active markets that the entity has the ability to access as of the measurement date.

Level 2: Significant observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active, and other inputs that are observable or can be corroborated by observable market data.

Level 3: Significant unobservable inputs that reflect an entity's own assumptions about the assumptions that market participants would use in pricing an asset or liability.

The following table sets forth by level, within the fair value hierarchy, the Organization's investments at fair value:

	<u>Investments at Fair Value as of June 30, 2016</u>			
	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Money market funds	\$ 6,504	-	-	6,504
Mutual funds	<u>1,599,603</u>	-	-	<u>1,599,603</u>
 Total investments	 <u>\$ 1,606,107</u>	 <u>\$ -</u>	 <u>\$ -</u>	 <u>\$ 1,606,107</u>

**FAMILIES FIRST OF THE GREATER SEACOAST**

**Notes to Financial Statements**

**June 30, 2016 and 2015**

	<u>Investments at Fair Value as of June 30, 2015</u>			
	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Money market funds	18,248	-	-	18,248
Mutual funds	<u>1,623,371</u>	<u>-</u>	<u>-</u>	<u>1,623,371</u>
<b>Total investments</b>	<b><u>\$ 1,641,619</u></b>	<b><u>\$ -</u></b>	<b><u>\$ -</u></b>	<b><u>\$ 1,641,619</u></b>

Investment income and gains (losses) for cash equivalents and investments consist of the following:

	<u>2016</u>	<u>2015</u>
Unrestricted net assets		
Investment income	\$ 3,057	\$ 2,452
Change in fair value of investments	(5,851)	(3,756)
Restricted net assets		
Investment income	25,187	23,575
Change in fair value of investments	<u>(46,053)</u>	<u>(26,114)</u>
<b>Total</b>	<b><u>\$ (23,660)</u></b>	<b><u>\$ (3,843)</u></b>

**3. Assets Limited as to Use**

Assets limited as to use consist of the following:

	<u>2016</u>	<u>2015</u>
Designated by the governing board For future use	\$ 73,142	\$ 212,115
Donor-restricted endowment		
Temporarily restricted earnings	176,247	267,234
Permanently restricted principal	<u>1,200,687</u>	<u>1,200,687</u>
<b>Total</b>	<b><u>\$ 1,450,076</u></b>	<b><u>\$ 1,680,036</u></b>

Assets limited as to use consisted of the following:

	<u>2016</u>	<u>2015</u>
Cash and cash equivalents	\$ -	\$ 138,186
Investments	<u>1,450,076</u>	<u>1,541,850</u>
<b>Total</b>	<b><u>\$ 1,450,076</u></b>	<b><u>\$ 1,680,036</u></b>

**FAMILIES FIRST OF THE GREATER SEACOAST**

**Notes to Financial Statements**

**June 30, 2016 and 2015**

**4. Pledges Receivable**

Pledges receivable consisted of the following:

	<u>2016</u>	<u>2015</u>
Scheduled amounts due in:		
Less than one year	\$ <u>197,507</u>	\$ <u>275,467</u>

Pledges receivable have not been discounted as the amount is not material to the financial statements as a whole. The Organization believes all pledges are fully collectible.

**5. Property and Equipment**

Property and equipment consisted of the following:

	<u>2016</u>	<u>2015</u>
Leasehold improvements	\$ 179,031	\$ 179,031
Furniture, fixtures, and equipment	<u>1,037,550</u>	<u>799,559</u>
Total cost	1,216,581	978,590
Less accumulated depreciation	<u>(643,115)</u>	<u>(559,807)</u>
Property and equipment, net	<u>\$ 573,466</u>	<u>\$ 418,783</u>

**6. Line of Credit**

The Organization has a \$250,000 line of credit with a local bank through May 1, 2017. The line of credit is collateralized by accounts receivable. The interest rate at June 30, 2016 was 3.50%. There was no outstanding balance at June 30, 2016 and 2015.

**7. Temporarily and Permanently Restricted Net Assets**

Temporarily and permanently restricted net assets consisted of the following:

	<u>2016</u>	<u>2015</u>
Temporarily restricted		
Unrestricted pledges receivable	\$ 213,711	\$ 275,467
Program services	95,565	88,724
Endowment earnings	<u>176,247</u>	<u>267,234</u>
Total temporarily restricted	<u>\$ 485,523</u>	<u>\$ 631,425</u>
Permanently restricted		
Endowment	<u>\$ 1,200,687</u>	<u>\$ 1,200,687</u>

# FAMILIES FIRST OF THE GREATER SEACOAST

## Notes to Financial Statements

June 30, 2016 and 2015

### 8. Endowments

#### Interpretation of Relevant Law

There were no board-designated endowments. The Organization's endowments primarily consist of an investment portfolio managed by the Investment Sub-Committee. As required by U.S. GAAP, net assets associated with endowment funds are classified and reported based on the existence or absence of donor-imposed restrictions.

The Organization has interpreted the Uniform Prudent Management of Institutional Funds Act (UPMIFA) as requiring the preservation of the fair value of the original gift as of the gift date of the donor-restricted endowment funds, absent explicit donor stipulations to the contrary. As a result of this interpretation, the Organization classifies as a donor-restricted endowment (a) the original value of gifts donated to the permanent endowment, (b) the original value of subsequent donor-restricted endowment gifts and (c) accumulations to the donor-restricted endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. The remaining portion of the donor-restricted endowment fund, if any, is classified as temporarily restricted net assets until those amounts are appropriated for expenditure in a manner consistent with the standard of prudence prescribed by UPMIFA.

In accordance with UPMIFA, the Organization considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds:

- (1) The duration and preservation of the fund;
- (2) The purposes of the Organization and the donor-restricted endowment fund;
- (3) General economic conditions;
- (4) The possible effect of inflation and deflation;
- (5) The expected total return from income and the appreciation of investments;
- (6) Other resources of the Organization; and
- (7) The investment policies of the Organization.

#### Spending Policy

The Organization has a policy of appropriating for expenditure an amount equal to 5% of the endowment fund's average fair market value over the prior 20 quarters. The earnings on the endowment fund are to be used for operations.

#### Funds with Deficiencies

From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below the level that the donor requires the Organization to retain as a fund of perpetual duration. There were no such deficiencies as of June 30, 2016 and 2015.

**FAMILIES FIRST OF THE GREATER SEACOAST**

**Notes to Financial Statements**

**June 30, 2016 and 2015**

**Return Objectives and Risk Parameters**

The Organization has adopted investment and spending policies for endowment assets that attempt to provide a predictable stream of funding to programs supported by its endowment while seeking to maintain the purchasing power of the endowment assets. Endowment assets include those assets of donor-restricted funds that the Organization must hold in perpetuity. Under this policy, as approved by the Board of Directors, the endowment assets are invested in a manner that is intended to produce results that exceed or meet designated benchmarks while incurring a reasonable and prudent level of investment risk.

**Strategies Employed for Achieving Objectives**

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

**Endowment Net Asset Composition by Type of Fund**

The endowment net asset composition by type of fund is as follows:

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
<b><u>2016</u></b>				
Donor-restricted endowment funds	\$ <u>          </u> -	\$ <u>  176,247</u>	\$ <u> 1,200,687</u>	\$ <u> 1,376,934</u>
<b><u>2015</u></b>				
Donor-restricted endowment funds	\$ <u>          </u> -	\$ <u>  267,234</u>	\$ <u> 1,200,687</u>	\$ <u> 1,467,921</u>

The Organization had the following endowment-related activities:

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Endowment net assets, June 30, 2015	\$ -	\$ 267,234	\$ 1,200,687	\$ 1,467,921
Investment return				
Investment income	-	25,187	-	25,187
Change in fair value of investments	-	(46,053)	-	(46,053)
Appropriation of endowment assets for expenditures	<u>          </u> -	<u>  (70,121)</u>	<u>          </u> -	<u>  (70,121)</u>
Endowment net assets, June 30, 2016	\$ <u>          </u> -	\$ <u>  176,247</u>	\$ <u> 1,200,687</u>	\$ <u> 1,376,934</u>

**FAMILIES FIRST OF THE GREATER SEACOAST**

**Notes to Financial Statements**

**June 30, 2016 and 2015**

	<u>Unrestricted</u>	Temporarily <u>Restricted</u>	Permanently <u>Restricted</u>	<u>Total</u>
Endowment net assets, June 30, 2014	\$ -	\$ 336,328	\$ 1,200,687	\$ 1,537,015
Investment return				
Investment income	-	23,575	-	23,575
Change in fair value of investments	-	(26,114)	-	(26,114)
Appropriation of endowment assets for expenditures	<u>-</u>	<u>(66,555)</u>	<u>-</u>	<u>(66,555)</u>
Endowment net assets, June 30, 2015	<u>\$ -</u>	<u>\$ 267,234</u>	<u>\$ 1,200,687</u>	<u>\$ 1,467,921</u>

**9. Patient Service Revenue**

Patient service revenue follows:

	<u>2016</u>	<u>2015</u>
Medicare	\$ 267,336	\$ 215,538
Medicaid	1,595,264	1,307,387
Third-party payers and private pay	<u>764,525</u>	<u>629,423</u>
Total patient service revenue	<u>\$ 2,627,125</u>	<u>\$ 2,152,348</u>

The Organization has agreements with the Centers for Medicare and Medicaid Services (Medicare and New Hampshire and Maine Medicaid). Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation. The Organization believes that it is in compliance with all laws and regulations. Compliance with such laws and regulations can be subject to future government review and interpretation, as well as significant regulatory action including fines, penalties and exclusion from the Medicare and Medicaid programs. Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in patient service revenue in the year that such amounts become known.

A summary of the payment arrangements with major third-party payers follows:

**Medicare**

Effective July 1, 2015, the Organization began to be reimbursed for the care of qualified patients on a prospective basis, with retroactive settlements related to vaccine costs only. The prospective payment is based on a geographically-adjusted rate determined by federal guidelines. Prior to July 1, 2015, the Organization was reimbursed at specified interim contractual rates during the year. Differences between the Medicare interim contractual rate and the cost of care as defined by the Principles of Reimbursement governing the program were determined and settled on a retrospective basis. Overall, reimbursement was and continues to be subject to a maximum allowable rate per visit. The Organization's Medicare cost reports have been audited by the Medicare administrative contractor through June 30, 2014.

# FAMILIES FIRST OF THE GREATER SEACOAST

## Notes to Financial Statements

June 30, 2016 and 2015

### Medicaid and Other Payers

The Organization also has entered into payment agreements with Medicaid and certain commercial insurance carriers, health maintenance organizations and preferred provider organizations. The basis for payment to the Organization under these agreements includes prospectively-determined rates per visit, discounts from established charges and capitated arrangements for primary care services on a per-member, per-month basis.

The Organization provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates. The Organization estimates the costs associated with providing charity care by calculating the ratio of total cost to total charges, and then multiplying that ratio by the gross uncompensated charges associated with providing care to patients eligible for free care. The estimated cost of providing services to patients under the Organization charity care policy amounted to approximately \$1,222,000 and \$1,661,100 for the years ended June 30, 2016 and 2015, respectively.

The Organization is able to provide these services with a component of funds received through local community support and federal and state grants.

### 10. Retirement Plan

The Organization has a defined contribution plan under Internal Revenue Code Section 401(k) that covers substantially all employees. Employer discretionary contributions are funded at a percentage of eligible employees' salaries. The Organization contributed \$94,241 for the year ended June 30, 2016. The Organization did not incur expenses under the plan for the years ended June 30, 2015.

### 11. Concentration of Risk

The Organization grants credit without collateral to its patients, most of whom are local residents and are insured under third-party payer agreements. The mix of medical patient service revenue receivables from patients and third-party payers was as follows as of June 30:

	<u>2016</u>	<u>2015</u>
Medicare	15 %	11 %
Medicaid	45 %	42 %
Other	<u>40 %</u>	<u>47 %</u>
	<u>100 %</u>	<u>100 %</u>



FAMILIES FIRST OF THE GREATER SEACOAST

Notes to Financial Statements

June 30, 2016 and 2015

12. Commitments and Contingencies

Medical Malpractice Insurance

The Organization is protected from medical malpractice risk as an FQHC under the Federal Tort Claims Act (FTCA). The Organization has additional medical malpractice insurance, on a claims-made basis, for coverage outside the scope of the protection of the FTCA. As of the year ended June 30, 2016, there were no known malpractice claims outstanding which, in the opinion of management, will be settled for amounts in excess of both FTCA and additional medical malpractice insurance coverage, nor are there any unasserted claims or incidents which require loss accrual. The Organization intends to renew the additional medical malpractice insurance coverage on a claims-made basis and anticipates that such coverage will be available.

Leases

The Organization leases office space and certain other office equipment under noncancelable operating leases. Future minimum lease payments under these leases are as follows:

2017	\$ 159,973
2018	86,659
2019	<u>7,848</u>
Total	<u>\$ 254,480</u>

Rental expense amounted to \$142,017 and \$133,381 for the years ended June 30, 2016 and 2015, respectively. Rent expense includes a charge per square foot for utilities and housekeeping services.

	<b>First</b>	<b>Name</b>	<b>Board Position</b>	<b>Address</b>	<b>Phone</b>	<b>Email Address</b>
1	Linda	Sanborn, CPA	Chair	100 Campus Dr. Suite 12 Portsmouth, NH 03801	603-422-8208	htaft@familiesfirstseacoast.org
2	Tom	Newbold	Vice Chair	100 Campus Dr. Suite 12 Portsmouth, NH 03801	603-422-8208	htaft@familiesfirstseacoast.org
3	Kristen	Hanley	Secretary	100 Campus Dr. Suite 12 Portsmouth, NH 03801	603-422-8208	htaft@familiesfirstseacoast.org
4	Mike	Burke, CPA	Treasurer	100 Campus Dr. Suite 12 Portsmouth, NH 03801	603-422-8208	htaft@familiesfirstseacoast.org
5	Karin	Barndollar		100 Campus Dr. Suite 12 Portsmouth, NH 03801	603-422-8208	htaft@familiesfirstseacoast.org
6	Barbara	Henry		100 Campus Dr. Suite 12 Portsmouth, NH 03801	603-422-8208	htaft@familiesfirstseacoast.org
7	John	Jamison		100 Campus Dr. Suite 12 Portsmouth, NH 03801	603-422-8208	htaft@familiesfirstseacoast.org
8	Jo	Jordon		100 Campus Dr. Suite 12 Portsmouth, NH 03801	603-422-8208	htaft@familiesfirstseacoast.org
9	Josephine	Lamprey		100 Campus Dr. Suite 12 Portsmouth, NH 03801	603-422-8208	htaft@familiesfirstseacoast.org
10	Patricia	Locuratolo, MD		100 Campus Dr. Suite 12 Portsmouth, NH 03801	603-422-8208	htaft@familiesfirstseacoast.org
11	John	Pelletier		100 Campus Dr. Suite 12 Portsmouth, NH 03801	603-422-8208	htaft@familiesfirstseacoast.org
12	Kerri	Ruggiero		100 Campus Dr. Suite 12 Portsmouth, NH 03801	603-422-8208	htaft@familiesfirstseacoast.org
13	Mary	Schleyer		100 Campus Dr. Suite 12 Portsmouth, NH 03801	603-422-8208	htaft@familiesfirstseacoast.org
14	Kathy	Scheu		100 Campus Dr. Suite 12 Portsmouth, NH 03801	603-422-8208	htaft@familiesfirstseacoast.org
15	Dan	Schwarz, Esq.		100 Campus Dr. Suite 12 Portsmouth, NH 03801	603-422-8208	htaft@familiesfirstseacoast.org
16	Peter	Whitman		100 Campus Dr. Suite 12 Portsmouth, NH 03801	603-422-8208	htaft@familiesfirstseacoast.org

**HELEN B. TAFT**

**OBJECTIVE:** A position as Administrator in the human services or health care fields.

**PROFILE:**

- Highly developed research and writing skills with emphasis on analysis and evaluation
- Excellent academic record
- Strong verbal communication and group discussion skills
- Experienced interpersonal skills
- Long-term commitment to community service

**EDUCATION:**

University of New Hampshire  
Masters of Public Administration, 1989  
Certificate of Paralegal Studies, 1982  
Smith College  
B.A. (Government) 1966

**PROFESSIONAL EXPERIENCE:**

**FAMILIES FIRST OF THE GREATER SEACOAST**, Portsmouth, NH  
Executive Director Dec. 1989 – Present  
**FOUNDATION FOR SEACOAST HEALTH**, Portsmouth, N.H.  
Administrative Intern Jan. - June 1989  
**HARVEY AND MAHONEY LAW OFFICES**, Manchester, NH  
Paralegal 1982 - 1988

**VOLUNTEER LEADERSHIP EXPERIENCE:**

**CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE** 1972 – 1992  
President; First Vice-President; Board of Directors; Chair, Long Range Planning Committee; Chair, Advocacy Committee; President, Manchester Regional Executive Committee  
**UNITED WAY OF MANCHESTER** 1985 - 1988  
Board of Directors; Chair, Campaign Phonathon; Venture Grant Committee  
**MANCHESTER LEAGUE OF WOMEN VOTERS** 1973 - 1978  
President; Board of Directors  
**GREATER SEACOAST UNITED WAY** 1997 - 1999  
Board of Directors

REFERENCES: Furnished upon request.

David C. Choate

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## PROFESSIONAL OBJECTIVE

A position in **Senior Financial Management** providing the opportunity to make a strong contribution to organizational goals through continued development of professional management and financial skills.

## QUALIFICATIONS PROFILE

**Experience/ Chief Financial Officer:** Assure the financial integrity of the agency.

**Skills:** Related skills and practices include:

- Preparing and monitoring required financial statements and reports
- Developing and revising comprehensive annual agency budgets
- Developing and updating the Administrative and Fiscal Internal Control Policies and Procedures Manual
- Supervising support staff which includes: payroll, accounts payable, accounts receivable, finance clerk, network administrator, receptionist and building maintenance
- Advising agency management and the Board of Directors in regards to fiscal planning, cost analysis auditing systems and financial reporting requirements
- Acting as the lead administrative staff for banking and investment functions, grant management and auditing functions; i.e. external and funding sources
- Reviewing and analyzing plant and equipment needs and negotiating the purchase of major equipment and financing

**Computers:**

- Windows-based PC's with various accounting software including Microsoft Great Plains Solomon
- Equation Solvers: Microsoft Office: Word, Excel and Outlook

**Administration:**

- Ensuring compliance with all applicable laws, standards, and reporting requirements of funding sources
- Preparing grant financial reports and documentations

**Education: Master Degree in Business Administration, 1989**  
Southern New Hampshire University – Manchester, New Hampshire

**Bachelor of Science Degree in Business Administration-Accounting, 1974**  
Thomas College – Waterville, Maine

**Accomplishments/Strengths:**

- Extensive accounting, auditing and management consulting skills
- Excellent troubleshooting and analytical skills
- Well organized and proficient with details
- Excellent interpersonal and team skills

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**PROFESSIONAL EXPERIENCE**

- January 2008 to present** FAMILIES FIRST OF THE GREATER SEACOAST, Portsmouth, NH  
***Finance Director***
- July 2000 to June 2007** INDEPENDENCE ASSOCIATION, INC, Brunswick, Maine  
***Director of Finance & Administration***  
An agency that provides residential housing and day programs to adults and children with disabilities.  
Accomplishments:
- Streamlined and updated audit procedures to assure successful audits
  - Responsible for smooth computer conversion to Great Plains Solomon accounting software
  - Maintained and increased profits from services
- November 1995 to July 2000** METHODIST CONFERENCE HOME, INC, Rockland, Maine  
***Finance Manager***  
A senior housing agency with programs such as housing services, housing management, senior citizen meals and regional transportation.  
Accomplishments:
- Involved in obtaining finance and operating funds to build an upscale senior housing facility
  - Instituted financial administrative policies
  - Obtained line of credit for operations.
  - Computerized the accounting systems
- May 1988 to November 1995** PROFESSIONAL MANAGEMENT ASSOCIATES, Portland, Maine  
***Partner and Management Consultant***  
A business offering a wide range of management and accounting services to professionals and small to medium-sized business, both non-profit and for profit.  
Clientele:
- Small to mid-size business, i.e. food industry and pharmacies
  - Health care providers; i.e. physicians, dentists, chiropractors, hospitals and veterinarians.
- Accomplishments:
- Increased profits for companies through new financial management policies and procedures.

— *Excellent references are available upon request* —

# Peter Y. Fifield Ed D., LCMHC, MLADC

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**Relative  
Work  
Experience**

**Manager of Integrated Behavioral Health Services** 2012-Present  
Integrated Behavioral Health Specialist 2008-2012  
*Families First Health and Support Center* Portsmouth, NH

- Director of integration and collaborative services including behavioral health, substance abuse treatment, nutrition, care coordination, home visiting and other social services in an urban FQHC
- Responsible for start up of Behavioral Health Specialist positions including coordination of operational, financial and clinical protocols
- Consulting member for local and regional integration projects regarding integrated care
- Counseling therapist for low income individuals utilizing brief Motivational Interviewing and Solution Focused Therapy for clients with mental health and substance abuse needs
- Member of Quality Improvement and Patient Centered Medical Home Team
- Supervisor for all Behavioral Health and Home Visiting Programs
- Member of regional collaborative network including local and regional hospitals, community mental health, specialty care and social services

**Adjunct Faculty** 2012-Present  
*University of MA Medical School-Center for Integrated Primary Care*  
Worcester, MA

- Design and instruction of on-line Motivational Interviewing classes for medical providers

**Adjunct Faculty** 2012-Present  
*New England College*  
Henniker, NH

- Design and implementation of graduate level class on integrated primary care behavioral health
- Instruction of graduate students including lecture, grading, curriculum design and administrative duties
- Instructor of Motivational Interviewing

Integrated Behavioral Health Specialist 2006-2008  
*Summit Community Care Clinic* Frisco, CO

- Behavioral therapist for low income individuals living with mental health and substance abuse disorders; utilizing Motivational Interviewing and Solution Focused and Cognitive Behavioral Therapy
- Project head for the design and implementation of the integrated care operation flow and client data base for the National Council for Community Behavioral Healthcare Project
- Collaborative member of a qualitative data collection and analysis team for the National Council for Community Behavioral Healthcare Project

**Mental Health and Substance Abuse Therapist** 2006-2008  
*Colorado West Mental Health* Frisco, CO

- Provide diagnostic evaluation, assessment and mental health counseling for adolescents and adults seeking individual and group treatment
- Substance Abuse and DUI Intake Assessment Coordinator
- Group counselor for Colorado Out Patient Eagle Summit (COPES) substance dependence group therapy
- On-Call Emergency Mental Health Services Therapist
- Member of Summit Community Connections Integration Program

**Operations Manager, Experiential Educator, Facilitator** 1998-2006  
*Breckenridge Outdoor Education Center* Breckenridge, CO

- Manager of plant, property and equipment for wilderness therapy facility, interns and wilderness staff
- Facilitator of wilderness therapy sessions with children and adults of all abilities including trauma survivors, individuals living with physical and mental disabilities, veterans and adjudicated youth
- Team Building Facilitator for Professional Challenge Program leading groups such as; The National Guard, Veterans Association, Denver Police Department, U.S. Ski and Swim Teams etc.

Education

Ed.D: Educational Leadership 2012-2015  
**University of New England** Biddiford, ME

Non-Matriculated Student 2009-2010  
**Rivier University** Nashua, NH

M.S. in Counseling Psychology 2005-2008  
*University of West Alabama:* Livingston, AL

B.S. Kinesiology; Experiential/Outdoor Education 1994-1998  
 University of New Hampshire Durham, NH

Professional Presentation Motivational Interviewing for Health Behavior Change (2014, 2015). Institute of Lifestyle Medicine: Joselin Diabetes Center, Boston, MA.

What is Next? Advancing Healthcare from Provider-Centered to Patient-Centered to Family-Centered. (2014). Collaborative Family Healthcare Association Washington, DC.

Integration of Smoking Cessation Protocols in Primary Care Using QuitWorks New Hampshire (2012). New Hampshire Health Association, Concord NH.

Patient-Centered Asthma Care: Making What we Know Works Operational—EMR Track Examples from the Field (2012). NH Asthma Conference, Concord, NH.

Navigating the Legal and ethical Foundations of Informed Consent and Confidentiality in Integrated Care (2012). Collaborative Family Healthcare Association, Austin TX.

Reducing Tobacco Use in New Hampshire: An Opportunity to Integrate the Work of Primary Care, Public Health, Oral Health and Behavioral Health (2012). New Hampshire Public Health Forum, Concord, NH.

Best Practices for Informed Consent and Confidentiality in Integrated Behavioral Health Setting: Results of a Standardized Survey of Experts and Practitioners (2011). Collaborative Family Healthcare Association, Philadelphia, PA.

Smoking Cessation Interventions and Treatment in the Primary Care Setting (2011). New Hampshire WIC Conference, Concord, NH.

Hard but not Impossible: Institutionalizing Ask, Assist and Refer to QuitWorks-into Primary Care (2011). New Hampshire Chronic Disease Conference, Concord, NH.

H.I.T. or MIS? Best Practices for Collaboration in a Health Information Technology Environment (2010). Collaborative Family Healthcare Association, Louisville, KY.

Data Blitz (2010). Collaborative Family Healthcare Association, Louisville, KY.

Helping Mental Health Practitioners Integrate into the Primary Care Setting (2008), West Slope Casa Psychiatry Symposium, Glenwood Springs, CO.

Integrated Care in Summit County, Colorado (2008). Invited presentation at the Second National Learning Congress of the National Council for Community Behavioral Healthcare, Primary Care Mental Health Integration Project, Washington, DC.



Integrated Care in Summit County, CO (2007). Invited presentation at the Second National Learning Congress of the National Council for Community Behavioral Healthcare, Primary Care Mental Health Integration Project, Chicago, IL.

**Professional Publications**

Hudgins, C., Rose, S., Fifield, P., & Arnault, S. (2014). The ethics of integration: Where policy and practice collide. In *Medical Family Therapy: Advanced applications* (pp. 381-402). New York, NY: Springer.

Hudgins, C., Rose, S., Fifield, P., & Arnault, S. (2013). Navigating the legal and ethical foundations of informed consent and confidentiality in integrated care. *Family, Systems & Health: The Journal of Collaborative Family Healthcare, Special Edition*.

Reitz, R., Common, K., Fifield, P., & Stiasny, E. (2011). Collaboration in the presence of an electronic health record. *Families, Systems, & Health: The Journal of Collaborative Family Healthcare* , 30 (1), 72-80.

Reitz, R., Fifield, P., & Whistler, P. (2011). Integrating a Behavioral Health Consultant into your practice. *Family Practice Management* , 18 (1), 18-21.

Fifield, P. (2010). Book Review: Behavioral consultation and primary care: A guide to integrating services. *Families, Systems, & Health: The Journal of Collaborative Family Healthcare* , 28 (1), pp. 72-73.

**License and Certifications**

Licensed Clinical Mental Health Counselor: State of New Hampshire—2010-Present

Master Licensed Alcohol and Drug Counselor: State of New Hampshire—2012-Present

Motivational Interviewing Network of Trainers: MINT Member/Trainer—2011-Present

Certified Prime For Life Instructor: Prime For Life Training—2015

Critical Incident Stress Management: Group and Individual Certified--2008

**Professional Affiliations**

Collaborative Family Healthcare Association; Member—Membership and IT Committees & Former Editing Manager *CFHA Blog*

Family Medicine Education Consortium; Member

International Society for Traumatic Stress Studies; Member

National Board of Certified Counselors; Member

The New Hampshire Mental Health Counselor's Association; Member

**Community  
Involvement**

Disaster Behavioral Health Response Team: Volunteer DBART Response Team member

Seacoast Care Collaborative: Special Committee on Community Care Coordination

Seacoast Integrated Network of Care, Rockingham County New Hampshire; Steering Committee Member, 2008-Present

New Hampshire Integrated Primary Care Learning Collaborative; Member, 2008-Present

Veterans of Foreign Wars and American Legion Local Chapter; Member, 2004-Present

**Research  
Experience**

Assessment of Relational Coordination factors in medical teams and the outcomes on activation levels in patients with chronic illness, 2013 to Present

Integrated Care Effects on Hypertensive Patient's BioPsychoSocial Indicators in a Primary Care Setting, 2012-2014

Seacoast Integrated Network of Care Research Project and Service Gap Analysis, 2008-2012

Families First Health and Support Center and Antioch New England: Community Based Participatory Research Integrated Healthcare Outcomes Project, 2008-2011

Qualitative Delphi Study on Health Information Technology use and HIPAA in the Collaborative Healthcare Setting, 2010 -2011

Summit Community Care Clinic and The National Community Council for Behavioral Health: Collaborative for Integrated Care Improvement, 2007-2008

## KEY ADMINISTRATIVE PERSONNEL

### NH Department of Health and Human Services

Vendor Name: Families First of the Greater Seacoast

Name of Program/Service: DHHS Substance Use Disorder Treatment and Recovery Support Services

BUDGET PERIOD:		July 1 - September 30, 2017	
Name & Title Key Administrative Personnel	Annual Salary of Key Administrative Personnel	Percentage of Salary Paid by Contract	Total Salary Amount Paid by Contract
Helen B. Taft - Executive Director	\$109,491	0.00%	\$0.00
David C. Choate - Finance Director	\$80,434	0.00%	\$0.00
Peter Fifield, Behavioral Health Manager	\$75,741	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)</b>			<b>\$0.00</b>

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



25 mac

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

Jeffrey A. Meyers  
 Commissioner

Katja S. Fox  
 Director

129 PLEASANT STREET, CONCORD, NH 03301  
 603-271-9422 1-800-852-3345 Ext. 9422  
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June 16, 2016

4/29/16 #25

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

**REQUESTED ACTION**

1. Authorize the Department of Health and Human Services, Bureau of Drug and Alcohol Services, to enter into amendments to existing Agreements with the Vendors listed below, except for Tri-County Community Action Program, Inc., to increase the service rates. The service rates' increase will raise compensation for direct services staff and modify supervision requirements, effective upon the date of Governor and Executive Council approval.
2. Authorize the Department of Health and Human Services, Bureau of Drug and Alcohol Services, to enter into an Amendment with South Eastern New Hampshire Alcohol and Drug Abuse Services, 272 County Farm Road, Dover, NH, 03820, to expand the types of substance use disorder treatment services being offered to clients by adding partial hospitalization services, transitional living services, and withdrawal management services, effective upon the date of Governor and Executive Council approval.

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

Summary of Contract Vendors by Amounts:

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

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

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

**Please see attached financial details.**

### **EXPLANATION**

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

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

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

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

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

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

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

These contractors were selected through a competitive bid process.

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

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

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

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

Area served: Statewide.

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

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

Respectfully submitted,



Katja S. Fox  
Director

Approved by:



Jeffery A. Meyers  
Commissioner

Attachment A  
Financial Details

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

Concord Hospital, Inc (Vendor #177653 B014)

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

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

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

Goodwin Community Health (Vendor #156668 B001)

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

County of Grafton (Vendor #177397 B003)

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

Attachment A  
Financial Details

Greater Nashua Council on Alcoholism (Vendor #166574 B001)

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

HALO Ed Systems (Vendor #230732 B001)

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

Headrest, Inc (Vendor #175226 B001)

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

Horizons Counseling Center, Inc (Vendor #156808 B001)

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



Attachment A  
Financial Details

Manchester Alcoholism Rehabilitation Center (Vendor #177204 B005)

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

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

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

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

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

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

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

Attachment A  
Financial Details

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

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

The Youth Council (Vendor #154886 B001)

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

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

Concord Hospital, Inc (Vendor #177653 B014)

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

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

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

Attachment A  
Financial Details

Families in Transition (Vendor #157730 B001)

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

Goodwin Community Health (Vendor #156668 B001)

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

County of Grafton (Vendor #177397 B003)

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

Greater Nashua Council on Alcoholism (Vendor #166574 B001)

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

Attachment A  
Financial Details

HALO Ed Systems (Vendor #230732 B001)

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

Headrest, Inc (Vendor #175226 B001)

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

Horizons Counseling Center, Inc (Vendor #156808 B001)

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

Attachment A  
Financial Details

Manchester Alcoholism Rehabilitation Center (Vendor #177204 B005)

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

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

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

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

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

Attachment A  
Financial Details

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

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

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

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

The Youth Council (Vendor #154886 B001)

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



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

This first Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment 1") dated May 25, 2016, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Families First of the Greater Seacoast (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 100 Campus Drive, Portsmouth, NH 03801.

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

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

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

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

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

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



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



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



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

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

State of New Hampshire  
Department of Health and Human Services

6/10/16  
Date

[Signature]  
Katja S. Fox  
Director

Families First of the Greater Seacoast

6/8/16  
Date

[Signature]  
NAME Helen B. Taft  
TITLE Executive Director

Acknowledgement:

State of NH, County of Rockingham on 6/8/16, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

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

Exp. 12/19/18

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



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

OFFICE OF THE ATTORNEY GENERAL

6/14/16  
Date

Megan A. York  
Name: Megan A. York  
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:



Exhibit B-1 Amendment #1

**Service and Fee Table**

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

**Table A**

Service	Contract Rate (Maximum Allowed Charge)	Unit	Service Limit
Clinical Evaluation	\$275.00	Per evaluation	1 evaluation per 90 days, per client
Individual Outpatient	\$22.00	15 min	\$200 per week per client
Integrated Medication Assisted Treatment - Contractor Staff Time	\$8.25	15 min.	3 hours per client per week
Integrated Medication Assisted Treatment - Physician Time	\$0.00	Unit Per Medicaid Physician Billing Codes: 99201 - 99205 and 99211 - 99215.	1 hour per client per week
Integrated Medication Assisted Treatment – Medication	\$0.00	Unit per Medicaid	Up to 3 doses per client per day.
Continuous Recovery Monitoring - Attempted	\$16.50	Per 3 attempted contacts over the course of at least 1 week	\$60 of combined attempted and completed per month for the first 12 months post discharge, per client
Continuous Recovery Monitoring - Completed	\$16.50	Per 1 completed contact	
Individual Recovery Support Services (Non-Clinical)	\$16.50	15 min	\$160 of combined individual & group per week, per client
Group Recovery Support Services (Non-Clinical)	\$5.50	15 min	
Enhanced Services	Cost Reimbursement	Cost Reimbursement	Up to \$7,438 and according to Section 7 of Exhibit B. This amount is inclusive of the amount in the Box 1.8 of the P-37.



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

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

Jeffery A. Meyers  
 Commissioner

Kathleen A. Dunn  
 Associate Commissioner  
 Medicaid Director

6 mac

3/23/16 #6

March 7, 2016

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

**REQUESTED ACTION**

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

Summary of contracted amounts by Vendor:

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

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

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

Please see Attachment A for fiscal details.

#### **EXPLANATION**

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

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

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

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

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

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

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

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

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

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

Area served: Statewide.

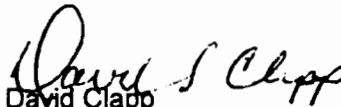
Source of Funds: 56.1% Federal Funds from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, CFDA #93.959, Federal Award Identification Number TI010035-14, and 29.4% General Funds and 14.5% Other Funds from the Governor's Commission on Alcohol and Other Drug Abuse Prevention, Intervention and Treatment.

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

Respectfully submitted,



Kathleen A. Dunn  
Associate Commissioner



David Clapp  
Facilities

Approved by:



Jeffery A. Meyers  
Commissioner

Attachment A  
Financial Details

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

Concord Hospital, Inc (Vendor #177653 B014)

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

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

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

County of Grafton (Vendor #177397 B003)

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



Attachment A  
Financial Details

Greater Nashua Council on Alcoholism (Vendor #166574 B001)

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

HALO Ed Systems (Vendor #230732 B001)

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

Headrest, Inc (Vendor #175226 B001)

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

Horizons Counseling Center, Inc (Vendor #156808 B001)

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

Attachment A  
Financial Details

Manchester Alcoholism Rehabilitation Center (Vendor #177204 B005)

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

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

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

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

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

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

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

Attachment A  
Financial Details

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

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

The Youth Council (Vendor #154886 B001)

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

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

Concord Hospital, Inc (Vendor #177653 B014)

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

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

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

Attachment A  
Financial Details

Families in Transition (Vendor #157730 B001)

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

County of Grafton (Vendor #177397 B003)

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

Greater Nashua Council on Alcoholism (Vendor #166574 B001)

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

Attachment A  
Financial Details

HALO Ed Systems (Vendor #230732 B001)

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

Headrest, Inc (Vendor #175226 B001)

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

Horizons Counseling Center, Inc (Vendor #156808 B001)

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

Attachment A  
Financial Details

Manchester Alcoholism Rehabilitation Center (Vendor #177204 B005)

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

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

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

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

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

Attachment A  
Financial Details

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

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

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

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

The Youth Council (Vendor #154886 B001)

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

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

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





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

**Substance Use Disorder Treatment  
and Recovery Support Services**

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

RFP Name

RFP Number

Reviewer Names

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

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

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

Subject: Substance Use Disorder Treatment and Recovery Support Services (16-DHHS-DCBCS-BDAS-03-SUBST-02)

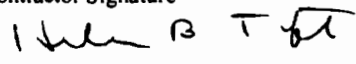
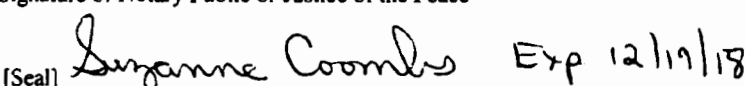
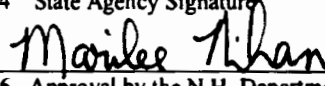
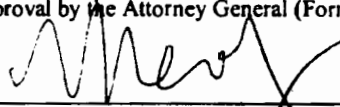
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Families First of the Greater Seacoast		1.4 Contractor Address 100 Campus Drive Portsmouth, NH 03801	
1.5 Contractor Phone Number 603 422-8208 x 120	1.6 Account Number 05-95-49-491510-29890000-102-500734 05-95-49-491510-29900000-102-500734	1.7 Completion Date June 30, 2017	1.8 Price Limitation \$35,900.
1.9 Contracting Officer for State Agency Eric Borrin, Director		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Helen B. Taft Executive Director	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Rockingham</u> On <u>3/4/16</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or <del>Justice of the Peace</del> 			
1.13.2 Name and Title of Notary or Justice of the Peace SUZANNE Coombs, Notary Public			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Marilee Nihan Deputy Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  Megan A. Cole - Attorney On: <u>3/8/16</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

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

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

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

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

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

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

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

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

**7. PERSONNEL.**

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

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

Agreement. This provision shall survive termination of this Agreement.

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

#### 8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

#### 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

#### 14. INSURANCE.

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

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

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

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

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

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

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

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

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

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

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

Contractor Initials LLB  
Date 3/4/16



Exhibit A

**Scope of Services**

**1. Provisions Applicable to All Services**

- 1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

**2. Definitions**

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



Exhibit A

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



Exhibit A

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

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

### 3. Covered Populations

- 3.1. The Contractor shall provide services in this Contract to the Contractor's primary care clients in Section 3.2 who:
  - 3.1.1. Have a substance use disorder; and
  - 3.1.2. Have income below 400% Federal Poverty Level; and
  - 3.1.3. Are Residents of New Hampshire; or
  - 3.1.4. Are homeless in New Hampshire.

- 3.2. The Contractor agrees to provide services in this Contract to the Contractor's primary





Exhibit A

care clients that include, but not limited to:

- 3.2.1. Adolescents;
- 3.2.2. Adults;
- 3.2.3. Pregnant women;
- 3.2.4. Women with dependent children;
- 3.2.5. Injection drug users;
- 3.2.6. Individuals with co-occurring substance use and mental health disorders;
- 3.2.7. Veterans; and/or
- 3.2.8. Individuals who are involved with the criminal justice system.

3.3. The Contractor shall provide services in this Contract separately for adolescents and adults unless approved by the Department.

#### 4. Substance Use Disorder Treatment Services

4.1. The Contractor is required to provide to eligible individuals the following substance use disorder treatment services:

4.1.1. Outpatient Treatment as defined as American Society of Addiction Medicine (ASAM) Criteria, Level 1. Outpatient Treatment services assist an individual or group of individuals to achieve treatment objectives through the exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.

4.1.2. Integrated Medication Assisted Treatment services provide for medication prescription and monitoring for treatment of opiate and other substance use disorders. The Contractor shall provide non-medical treatment services to the client in conjunction with the medical services provided either directly by the Contractor or by an outside medical provider. The Contractor shall be responsible for coordination of care and meeting all requirements for the service provided. The Contractor shall deliver Integrated Medication Assisted Treatment services accordance with guidance provided by the Department, "Guidance Document on Best Practices: Key Components for Delivery Community-Based Medication Assisted Treatment Services for Opioid Use Disorders in New Hampshire."

4.2. The Contractor shall submit for Department approval, within 30 days from the contract effective date, the evidenced based practices to be used for all services in Section 4.1.

4.3. The Contractor shall submit for Department approval, changes to the evidence-based practices in Section 4.2, within 30 days prior to making the changes effective.



Exhibit A

## 5. Crisis Services to Existing Clients or their Significant Others

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

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

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

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

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

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

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

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

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

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

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

## 6. Recovery Support Services

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

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

6.1.1.1. Enhanced services include only direct services to the client such as providing transportation to treatment appointments or providing



Exhibit A

childcare while a client attends a treatment appointment.

6.1.1.2. Enhanced services do not include indirect costs such as marketing, staff training, or staff travel unless such expenses can be shown to be required in order to provide the enhanced service.

6.1.1.3. Submitting for Department approval, within 30 days from the contract effective date, a list and a description of the direct services that will be provided under Enhanced Services.

6.1.2. Non-clinical services such as but not limited to parenting, job search, financial management, skills development, and paraprofessional counseling services by:

6.2.1.1. A Certified Recovery Support Worker (CRSW) under the supervision of a Masters Licensed Alcohol and Drug Counselor (MLADC); or

6.2.1.2. A Certified Recovery Support Worker (CRSW) under the supervision of a Licensed Alcohol and Drug Counselor (LADC) with a Licensed Clinical Supervisor (LCS); or

6.2.1.3. A MLADC or LADC

6.2.1.4. Submitting for Department approval, within 30 days from the contract effective date, the name and description of the activities/services to provide non-clinical services.

## 7. Enrolling Clients for Services

7.1. The Contractor shall complete Intake Screenings and ASAM Level of Care Assessments, as follows:

7.1.1. Have direct contact (face to face communication by meeting in person, or electronically, or by telephone conversation) with an individual within two (2) business days from the date that individual (defined as a non-client, existing client, other provider, or any other person or entity) contacts the Contractor for Substance Use Disorder Treatment and Recovery Support Services.

7.1.2. Complete an initial Intake Screening within two (2) business days from the date of the first direct contact with the individual, using the eligibility module in Web Information Technology System (WITS) to determine probability of being eligible for services under this contract and for probability of having a substance use disorder.

7.1.3. Assess clients' income prior to admission using the WITS fee determination model and assure that clients' income information is updated as needed over the course of treatment by asking clients about any changes in income no less frequently than every 4 weeks.

7.1.4. Complete an ASAM Level of Care Assessment for all services in Section 4, within two (2) days of the initial Intake Screening in (Section 7.1.2) using the ASI



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Lite module, in WITS or in another electronic medical/health record system, or an alternative assessment tool as directed by the Department, when the individual is determined probable of being eligible for services. .

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



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- 7.3.2. Have co-occurring mental health disorders; or
  - 7.3.3. Are on medications and are taking those medications as prescribed regardless of the class of medication.
- 7.4. The Contractor shall admit eligible clients for services according to the order of priority described below:
- 7.4.1. Pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame. If the contractor is unable to admit a pregnant woman for the needed level of care within 24 hours, the contractor shall:
    - 7.4.1.1. Assist the pregnant woman with identifying alternative providers and with accessing services with these providers. This assistance must include actively reaching out to identify providers on the behalf of the client.
    - 7.4.1.2. Provide interim services until the appropriate level of care becomes available at either the contractor agency or an alternative provider. Interim services shall include:
      - 1. At least one 60 minute individual or group outpatient session per week;
      - 2. Recovery support services as needed by the client;
      - 3. Daily calls to the client to assess and respond to any emergent needs.
  - 7.4.2. Individuals who have been administered Narcan to reverse the effects of an opioid overdose either in the 14 days prior to screening or in the period between screening and admission to the program.
  - 7.4.3. Individuals with a history of injection drug use including the provision of interim services within 14 days.
  - 7.4.4. Individuals with substance use and co-occurring mental health disorders.
  - 7.4.5. Individuals with Opioid Use Disorders.
  - 7.4.6. Veterans with substance use disorders
  - 7.4.7. Individuals with substance use disorders who are involved with the criminal justice system.
  - 7.4.8. Individuals who require priority admission at the request of the Department.
- 7.5. The Contractor shall obtain consent from individuals prior to providing services as follows:
- 7.5.1. For individuals whose age is 12 and older, the Contractor is required to obtain



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consent from the individual themselves; or

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

## 8. Waitlist

8.1. The Contractor shall place an eligible individual on a statewide waitlist in WITS when the service with the appropriate ASAM Level of Care (as defined in 7.1.4) is not available for the client at the time of screening as in Section 7.2.4.2.

8.1.1. The Contractor shall keep the client's information up to date on the statewide waitlist.

8.1.2. The Contractor shall notify the Department within 30 days from the effective date of the contract, with the name of the staff person who is responsible to monitoring and maintaining the waitlist.

8.1.3. The Contractor shall monitor the waitlist and ensure that clients begin services as soon as possible either under this contract or by a referral to an agency that has an earlier available opening as follows:

8.1.3.1. Anytime a client contacts the agency for a service and that service is not available within 2 business days of contact, they must be immediately added to the agency's waitlist and to the waitlist of other agencies as appropriate.

8.1.3.2. Anytime a client is getting ready to move to a new level of care that will not be provided by the current provider or for which the current provider has a waitlist, the provider shall add the client to the waitlist of other appropriate agencies.

8.1.3.3. Anytime a client is added to the waitlist of another agency, the provider shall complete consent in WITS to allow the agency the client is being referred to review client information in WITS.

8.1.3.4. Every business day, the staff member identified in 8.1.2 shall review pending clients from outside agencies to accept, reject or delete the client as appropriate.

8.1.3.5. Every business day, the staff member identified in 8.1.2 shall review their agency waitlist to ensure that any clients who were on the agency waitlist who are no longer on the waitlist due to admission, inaccessibility, etc. have been removed from the waitlist.

8.1.4. The Contractor shall provide a client on the waitlist interim services, defined as recovery support services or services with a lower ASAM Level of Care, under this contract or by referral to an agency that has an earlier available opening in the client's service area.



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**9. Client Fees and Assistance with Enrolling in Insurance Programs**

9.1. The Contractor agrees to collect allowable fees from clients and to assist them with enrolling in private or public insurance programs when appropriate, as follows:

9.1.1. Agrees to using the Sliding Fee Scale and charging the client for their share for services in accordance with Exhibit B.

9.1.2. Agrees not to delay a client's admittance into a Substance Use Disorder Treatment and Recovery Support Services program for services due to a client's inability to immediately pay his or her share of the allowable fees (in accordance with Exhibit B) or pending an insurer's payment

9.1.3. Agrees to assist clients, who are unable to secure financial resources necessary for initial entry into the program, with obtaining other potential sources such as:

9.1.3.1. Assess the client's appropriateness for enrollment in public or private insurance, including but not limited to Medicaid and New Hampshire Health Protection Program, and assist the client in enrolling in an appropriate public or private insurance program; and/or

9.1.3.2. Complete assistance at or before intake, but no later than 14 days after intake.

9.1.3.3. Develop payment plans.

9.1.3.4. Document the assistance in Section 9.1.3 in a progress note.

9.2. The Contractor may discontinue services for a client who does not pay their share of the allowable fee(s), only after working with the client as described in Section 9.1.3.

9.3. The Contractor shall provide clients with copies of their individual financial accounts, upon the clients' request.

**10. Service Delivery Activities and Requirements**

10.1. The Contractor shall assess all clients for risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge based on policies and process approved by the Department within thirty (30) days from the contract effective date.

10.2. The Contractor shall assess all clients for withdrawal risk based on ASAM (2013) standards at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and stabilize all clients based on ASAM (2013) guidance and shall:

10.2.1. Provide stabilization services when a client's level of risk indicates a service with an ASAM Level of Care that can be provided under this Contract; If a client's risk level indicates a service with an ASAM Level of Care that can be provided under this contract, then the Contractor shall integrate withdrawal management into the client's treatment plan and



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provide on-going assessment of withdrawal risk to ensure that withdrawal is managed safely.

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





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



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

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

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

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

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

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

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

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

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

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

10.9.4. The Requirements in Exhibit K.

**11. Continuous Recovery Monitoring**

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



**Exhibit A**

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

**12. Tobacco Cessation**

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



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

**13. Tobacco Free Environment**

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

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

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



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Disorders Treatment and Recovery Support Services;

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

**15. Service Management and Monitoring**

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

**16. Service Area**

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

**17. Residential Facilities License**

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

**18. Staffing Requirements**

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



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and/or

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



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

**19. Web Information Technology System**

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



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## 20. Quality Assurance

- 20.1. The Contractor shall participate in all quality improvement activities requested by the Department such as, but not limited to:
- 20.1.1. Submission of monthly, web based contract compliance reports no later than the 10<sup>th</sup> day of the month following the reporting month;
  - 20.1.2. Participation in electronic and in-person client record reviews;
  - 20.1.3. Participation in site visits;
  - 20.1.4. Reporting on National Outcome Measures (NOMs) data in WITS for:
    - 20.1.4.1. 100% of all clients at admission;
    - 20.1.4.2. 100% of all clients who are discharged because they have completed treatment or transferred to another program;
    - 20.1.4.3. 50% of all clients who are discharged for reasons other than those specified above in Section 20.1.4.2;
    - 20.1.4.4. 25% of all clients who are 3 months post-discharge as defined in Section 11.1.2.1;
    - 20.1.4.5. 10% of all clients who are 6 months post-discharge as defined in Section 11.1.2.2;
    - 20.1.4.6. 5% of all clients who are 12 months post-discharge as defined in Section 11.1.2.3;
    - 20.1.4.7. The above NOMs reporting requirements are minimum requirements and the Contractor shall attempt to achieve greater reporting results when possible.
  - 20.1.5. Participation in training and technical assistance activities as directed by the Department, including but not limited to the ASAM Community of Practice developed by the Center for Excellence (the Department's Drug and Alcohol Services Technical Assistance Contractor).

## 21. Performance Incentives

- 21.1. The Contractor agrees that up to six (6) percent of the contract's maximum price limitation in Box 1.8 of the General Provision, Form P-37 will be reserved by the Department for performance incentives, except when there is a priority to pay for services. The Contractor agrees to the Department using all or some of the reserved funding to continue to pay for services when the Contractor has been reimbursed for at least 94% of the contract's price limitation for services.
- 21.1.1. The Contractor is eligible for incentive payments when successfully meeting the performance criteria in Section 21.1.2 and when there is





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

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

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

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

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



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

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

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

1. The Contractor may receive \$1,000 for each submission (if funding is available in the contract at the time the Contractor submits the data, with priority of funding being for services). Screening disposition data must include:

- a. Total number of clients screened for services
- b. Number of client screened appropriate for services
- c. Number of clients engaging in services who's payer was:
  - i. This contract
  - ii. New Hampshire Health Protection Plan
  - iii. New Hampshire Medicaid
  - iv. Medicare
  - v. Private Insurance
  - vi. Self-Pay

## 22. Liquidated Damages

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

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



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

**23. Notifications and Remedies for Liquidated Damages.**

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



Exhibit A

imposed.

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

**24. State and Federal Requirements**

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



Exhibit A

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



Exhibit A

that HIV and TB transmission does not occur

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



Exhibit A

to each individual receiving treatment for substance abuse:

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



Exhibit A

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





Exhibit A

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



Exhibit A

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reject any such human subject research requests.  
24.4.3. Contractors shall comply with the Department's Sentinel Event Reporting Policy.



Exhibit B

**Method and Conditions Precedent to Payment**

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, of the General Provisions, for the services provided by the Contractor pursuant to Exhibit A.
2. This Agreement is funded by:
  - 2.1. New Hampshire General Funds;
  - 2.2. Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment Funds;
  - 2.3. Federal Funds from the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959); and
  - 2.4. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements.
3. The Contractor agrees to be reimbursed for services listed in Exhibit B-1 on a fee for service basis, unless otherwise stated. The Contractor agrees the fees for services are all-inclusive rates to deliver the services and to meet the requirements in Exhibit A.
4. Method for Charging Services under this Contract
  - 4.1. The Contractor agrees to:
    - 4.1.1. Directly bill and receive payments for services provided under this contract from public and private insurance plans, the clients, and the Department;
    - 4.1.2. Assuring a billing and payment system that enables expedited processing to the greatest degree possible so that a client's admittance into the program is not unduly delayed, and overpayments are immediately refunded.
    - 4.1.3. Maintaining an accurate accounting and records for all services billed, payments received and overpayments (if any) refunded.
  - 4.2. The Contractor agrees to determine and charge for services provided to an eligible client under this contract, as follows:
    - 4.2.1. The Contractor shall charge up to the Contract Rate, in Exhibit B-1, by first charging the client's private insurance when the insurers' rates are at or lower than the Contract Rate.
    - 4.2.2. The Contractor shall charge the client according to a Sliding fee scale, in Section 9, when the Contractor determines or anticipates that the private insurer will not remit payment for the full amount of the Contract Rate in Exhibit B-1.
    - 4.2.3. If, after the Contractor charges the client's insurer (if applicable) and the client, any portion of the Contract Rate remains unpaid, the Contractor shall charge the



Exhibit B

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

- 4.3. The Contractor agrees the amount charged to the client shall not exceed the Contract Rate in Exhibit B-1 multiplied by the corresponding percentage stated in Section 9 Sliding fee scale for the client's applicable income level.
  - 4.4. The Contractor shall not charge the combination of the public or private insurer, the client and the Department an amount greater than the Contract Rate in Exhibit B-1.
  - 4.5. In the event of an overpayment (wherein the combination of all payments received by the Contractor) for a given service exceeds the Contract Rate stated in Exhibit B-1, the Contractor shall refund the parties in the reverse order, unless the overpayment was due to insurer, client or Departmental error. In instances of payer error, the Contractor shall refund the party who erred, and adjust the charges to the other parties, according to a correct application of the Sliding Fee Schedule.
5. The Contractor shall submit billing through the Website Information Technology System (WITS) for services listed in Exhibit B-1, except for Integrated Medication Assisted Treatment Services (See Section 6), and Enhanced Services (See Section 7) as follows:
- 5.1. Enter encounter note(s) into WITS no later than three (3) days after the date the service was provided to the client
  - 5.2. Review the encounter notes no later than 20 days following the last day of the billing month, and notify the Department that encounter notes are ready for review.
  - 5.3. Correct errors, if any, in the encounter notes as identified by the Department no later than 7 days after being notified of the errors and notify the Department the notes have been corrected and are ready for review.
  - 5.4. Batch and transmit the encounter notes upon Department approval for the billing month.
    - 5.4.1. Submit separate batches for each billing month.
  - 5.5. Agrees that encounter notes submitted for review after sixty (60) days of the last day of the billing month may be subject to non-payment.
6. Payment for Medication Assisted Treatment (MAT) shall be as follows:
- 6.1. Staff Time:
    - 6.1.1. The Contractor agrees to invoice the Department separately from the Web Information Technology System (WITS) for Integrated Medication Assisted Treatment Services for Staff Time.
    - 6.1.2. The Contractor shall provide the service in accordance with Exhibit A, Section 4.1.2. The Contractor agrees Staff Time is for non-medical staff time relative to the MAT program that is not billable as another service under this contract, such as consultation with a prescribing physician. The Contractor shall be reimbursed according to the contract rate, unit type and service limit in Exhibit B-1.



Exhibit B

- 6.1.3. At a minimum the invoice shall include the following:
- 6.1.3.1. A clear description of each expense including WITS Client ID #(s) when applicable;
  - 6.1.3.2. The amount of each expense; and
  - 6.1.3.3. The total of all expenses for the billing period in a Department defined invoice.
- 6.1.4. The Contractor will submit an invoice by the 20th day of each month, which identifies and requests reimbursement for authorized expenses incurred for medication assisted treatment in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement. Invoices must be submitted to:

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

6.2. Medication:

- 6.2.1. The Contractor shall provide the service in accordance with Exhibit A, Section 4.1.2. and according to the unit type and service limit in Exhibit B-1.
- 6.2.2. The Contractor agrees not to bill the Department under this Contract for this service.

6.3. Physician Time

- 6.3.1. The Contractor shall provide the service in accordance with Exhibit A, Section 4.1.2. and according to the unit type and service limit in Exhibit B-1. Physician Time is the time spent by a physician or other medical professional to provide Medication Assisted Treatment Services, including but not limited to assessing the client's appropriateness for a medication, prescribing and/or administering a medication, and monitoring the client's response to a medication.
- 6.3.2. The Contractor agrees not to bill the Department under this Contract for this service.

7. Payment for Enhanced Services:

- 7.1. The Department will reimburse the Contractor for Enhanced Services based on actual activities and services directly provided to the client, as defined in Exhibit A, Section 6.1.1.3
- 7.2. The Contractor shall be reimbursed up to the amount in Exhibit B-1.
- 7.3. The Contractor shall submit actual expenses on a Department defined invoice.



Exhibit B

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

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

8. Payment for Crisis Services to Existing Clients and their Significant Others:
  - 8.1. The Department will reimburse the Contractor for Crisis Services as a fee for service either as individual outpatient services or individual recovery support services (non-clinical) as defined in Exhibit A, Section 5.2 or 5.3, respectively and at the rates, unit type, and service limit in Exhibit B-1.
9. Sliding Fee Scale
  - 9.1. The Sliding Fee Scale shall apply to the services listed in Exhibit B-1 except Integrated Medication Assisted Treatment – Staff time that is not a direct service to a specific client(s) (See Section 6), and Enhanced Services (See Section 7), as follows:
  - 9.2. The Contractor will charge the client their portion of the Contract Rate (Maximum Allowed Charge) found in Exhibit B-1, based on the following sliding fee scale as follows:
    - 9.2.1. When the client's income is 0% to 138% of the Federal Poverty Level (FPL), the Contractor will charge the client 0% of the Contract Rate.
    - 9.2.2. When the client's income is 139 to 149% of the Federal Poverty Level (FPL), the Contractor will charge the client 8% of the Contract Rate.
    - 9.2.3. When the client's income is 150% to 199% of the Federal Poverty Level (FPL), the Contractor will charge the client 12% of the Contract Rate.
    - 9.2.4. When the client's income is 200% to 249% of the Federal Poverty Level (FPL), the Contractor will charge the client 25% of the Contract Rate.
    - 9.2.5. When the client's income is 250% to 299% of the Federal Poverty Level (FPL), the Contractor will charge the client 40% of the Contract Rate.
    - 9.2.6. When the client's income is 300% to 349% of the Federal Poverty Level (FPL), the Contractor will charge the client 57%% of the Contract Rate.



Exhibit B

- 9.2.7. When the client's income is 350% to 399% of the Federal Poverty Level (FPL), the Contractor will charge the client 77% of the Contract Rate.
- 9.3. The Contractor shall not deny a minor child (under the age of 18) services because of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.
10. Non Reimbursement for Services
- 10.1. The State will not reimburse the Contractor for services provided through this contract when a client has or may have an alternative payer for services described in this scope of work, such as:
- 10.1.1. Services covered by New Hampshire Health Protection Program for clients who are eligible for the New Hampshire Health Protection Program.
  - 10.1.2. Services covered by New Hampshire Medicaid for clients who are eligible for New Hampshire Medicaid.
  - 10.1.3. Services covered by Medicare for clients who are eligible for Medicare.
  - 10.1.4. Services covered by the client's private insurer(s) at a rate greater than the contract rate (in Exhibit B-1) set by the Department.
- 10.2. Notwithstanding Section 10.1 above, the Contractor may seek reimbursement from the State for services provided under this contract when a client needs a service that is not covered by the payers listed in Section 10.1.
11. When the contract price limitation is reached the program shall continue to operate at full capacity at no charge to the Department for the duration of the contract period.
12. Funding may not be used to replace funding for a program already funded from another source.
13. The Contractor will keep records of their activities related to Department programs and services.
14. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
15. Contractor will have forty-five (45) days from the end of the contract period to submit to the Department final invoices for payment. Any adjustments made to a prior invoice will need to be accompanied by supporting documentation.



Exhibit B

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

- 16.1. The Contractor agrees to use the SAPT funds as the payment of last resort.
- 16.2. The Contractor agrees to the following funding restrictions on SAPT Block Grant expenditures to:

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

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

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





Exhibit B-1

**Service and Fee Table**

1. The Contractor shall be reimbursed for the Services and up to the Contract Rates in Table A below.

a. The Contract Rates in the Table A are the maximum allowed charged used in the Methods for Charging for Services under this Contract in Exhibit B, Section 4.

**Table A**

Service	Contract Rate (Maximum Allowed Charge)	Unit	Service Limit
Clinical Evaluation	\$250.00	Per evaluation	1 evaluation per 90 days, per client
Individual Outpatient	\$20.00	15 min	\$200 per week per client
Integrated Medication Assisted Treatment - Contractor Staff Time	\$7.50	15 min.	3 hours per client per week
Integrated Medication Assisted Treatment - Physician Time	\$0.00	Unit Per Medicaid Physician Billing Codes: 99201 - 99205 and 99211 - 99215.	1 hour per client per week
Integrated Medication Assisted Treatment - Medication	\$0.00	Unit per Medicaid	Up to 3 doses per client per day.
Continuous Recovery Monitoring - Attempted	\$15.00	Per 3 attempted contacts over the course of at least 1 week	\$60 of combined attempted and completed per month for the first 12 months post discharge, per client
Continuous Recovery Monitoring - Completed	\$15.00	Per 1 completed contact	
Individual Recovery Support Services (Non-Clinical)	\$15.00	15 min	\$160 of combined individual & group per week, per client
Group Recovery Support Services (Non-Clinical)	\$5.00	15 min	
Enhanced Services	Cost Reimbursement	Cost Reimbursement	Up to \$7,438 and according to Section 7 of Exhibit B. This amount is inclusive of the amount in the Box 1.8 of the P-37.



**SPECIAL PROVISIONS**

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

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



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

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

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



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

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



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

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

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

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

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

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

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



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

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

#### DEFINITIONS

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

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

**DEPARTMENT:** NH Department of Health and Human Services.

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

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

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

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

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

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



**REVISIONS TO GENERAL PROVISIONS**

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
  4. **CONDITIONAL NATURE OF AGREEMENT.**  
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;
  - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. The Division reserves the right to renew the Contract for up to two additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

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

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

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

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



New Hampshire Department of Health and Human Services  
Exhibit D



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
    - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

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

Contractor Name: Families First of the Greater Seacoast

3/4/16  
Date

Helen B. Taft  
Name: Helen B. Taft  
Title: Executive Director



**CERTIFICATION REGARDING LOBBYING**

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name: *Family First of the Greater Seacoast*

3/4/10  
Date

*Helen B. Taft*  
Name: *Helen B. Taft*  
Title: *Executive Director*



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

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

**INSTRUCTIONS FOR CERTIFICATION**

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



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

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

**PRIMARY COVERED TRANSACTIONS**

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

**LOWER TIER COVERED TRANSACTIONS**

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

Contractor Name: Families First of the Greater Seacoast

3/4/16  
Date

Helen B. Taft  
Name: Helen B. Taft  
Title: Executive Director



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

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

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

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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

Exhibit G

Contractor Initials 1410

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

New Hampshire Department of Health and Human Services  
Exhibit G



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

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

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

Contractor Name: *Families First of the Greater seacoast*

3/4/16  
Date

Helen B. Teft  
Name: *Helen B. Teft*  
Title: *Executive Director*

Exhibit G

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

Contractor Initials HBT



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

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

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

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

Contractor Name: Families First of the Greater Seacoast

3/4/16  
Date

Helen B. Taft  
Name: Helen B. Taft  
Title: Executive Director



Exhibit I

**HEALTH INSURANCE PORTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

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

(1) **Definitions.**

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





Exhibit I

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

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

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



Exhibit I

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

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

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

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

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

**(4) Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

**(5) Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

**(6) Miscellaneous**

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health & Human Services  
The State

Families First of the Greater Seacoast  
Name of the Contractor

Marilee Nihan  
Signature of Authorized Representative

Helen B. Taft  
Signature of Authorized Representative

Marilee Nihan  
Name of Authorized Representative

Helen B. Taft  
Name of Authorized Representative

Deputy Commissioner  
Title of Authorized Representative

Executive Director  
Title of Authorized Representative

3/8/16  
Date

3/4/16  
Date



**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY  
ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
  - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
  - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: Families First of the Granite  
Seacoast

3/4/10  
Date

Helen B. Taft  
Name: Helen B. Taft  
Title: Executive Director



FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 85-844-458
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO  YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO  YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____



Exhibit K

Operational Requirements for all Programs

The contractor shall comply with the following requirements:

1. Requirements for Organizational or Program Changes.

The contractor shall provide the department with written notice at least 30 days prior to changes in any of the following:

- 1.1.1. Ownership;
- 1.1.2. Physical location;
- 1.1.3. Name.

1.2. When there is a new administrator, the following shall apply:

- 1.2.1. The contractor shall provide the department with immediate notice when an administrator position becomes vacant;
- 1.2.2. The contractor shall notify the department in writing as soon as possible prior to a change in administrator, and immediately upon the lack of an administrator, and provide the department with the following:
  - 1.2.2.1. The written disclosure of the new administrator required in Section 1.2 above;
  - 1.2.2.2. A resume identifying the name and qualifications of the new administrator; and
  - 1.2.2.3. Copies of applicable licenses for the new administrator;
- 1.2.3. When there is a change in the name, the contractor shall submit to the department a copy of the certificate of amendment from the New Hampshire Secretary of State, if applicable, and the effective date of the name change.
- 1.2.4. When a contractor discontinues a contracted program, it shall submit to the department:
  - 1.2.4.1. A plan to transfer, discharge or refer all clients being served in the contracted program; and
  - 1.2.4.2. A plan for the security and transfer of the client's records being served in the contracted program as required by Sections 12.8 – 12.10 below and with the consent of the client.

2. Inspections.

For the purpose of determining compliance with the contract, the contractor shall admit and allow any department representative at any time to inspect the following:

- 2.1.1. The facility premises;
- 2.1.2. All programs and services provided under the contract; and
- 2.1.3. Any records required by the contract.
- 2.2. A notice of deficiencies shall be issued when, as a result of any inspection, the department determines that the contractor is in violation of any of the contract requirements.
- 2.3. If the notice identifies deficiencies to be corrected, the contractor shall submit a plan of correction in accordance within 21 working days of receiving the inspection findings.

3. Administrative Remedies.

- 3.1. The department shall impose administrative remedies for violations of contract requirements, including:
  - 3.1.1. Requiring a contractor to submit a plan of correction (POC);
  - 3.1.2. Imposing a directed POC upon a contractor;
  - 3.1.3. Suspension of a contract; or
  - 3.1.4. Revocation of a contract.





Exhibit K

- 3.2. When administrative remedies are imposed, the department shall provide a written notice, as applicable, which:
  - 3.2.1. Identifies each deficiency;
  - 3.2.2. Identifies the specific remedy(s) that has been proposed; and
  - 3.2.3. Provides the contractor with information regarding the right to a hearing in accordance with RSA 541-A and He-C 200.
- 3.3. A POC shall be developed and enforced in the following manner:
  - 3.3.1. Upon receipt of a notice of deficiencies, the contractor shall submit a written POC within 21 days of the date on the notice describing:
    - 3.3.1.1. How the contractor intends to correct each deficiency;
    - 3.3.1.2. What measures will be put in place, or what system changes will be made to ensure that the deficiency does not recur; and
    - 3.3.1.3. The date by which each deficiency shall be corrected which shall be no later than 90 days from the date of submission of the POC;
  - 3.3.2. The department shall review and accept each POC that:
    - 3.3.2.1. Achieves compliance with contract requirements;
    - 3.3.2.2. Addresses all deficiencies and deficient practices as cited in the inspection report;
    - 3.3.2.3. Prevents a new violation of contract requirements as a result of implementation of the POC; and
    - 3.3.2.4. Specifies the date upon which the deficiencies will be corrected;
- 3.4. If the POC is acceptable, the department shall provide written notification of acceptance of the POC;
- 3.5. If the POC is not acceptable, the department shall notify the contractor in writing of the reason for rejecting the POC;
- 3.6. The contractor shall develop and submit a revised POC within 21 days of the date of the written notification in 3.5 above;
- 3.7. The revised POC shall comply with 3.3.1 above and be reviewed in accordance with 3.3.2 above;
- 3.8. If the revised POC is not acceptable to the department, or is not submitted within 21 days of the date of the written notification in 3.5 above, the contractor shall be subject to a directed POC in accordance with 3.12 below;
- 3.9. The department shall verify the implementation of any POC that has been submitted and accepted by:
  - 3.9.1. Reviewing materials submitted by the contractor;
  - 3.9.2. Conducting a follow-up inspection; or
  - 3.9.3. Reviewing compliance during the next scheduled inspection;
- 3.10. Verification of the implementation of any POC shall only occur after the date of completion specified by the contractor in the plan; and
- 3.11. If the POC or revised POC has not been implemented by the completion date, the contractor shall be issued a directed POC in accordance with 3.12 below.
- 3.12. The department shall develop and impose a directed POC that specifies corrective actions for the contractor to implement when:
  - 3.12.1. As a result of an inspection, deficiencies were identified that require immediate corrective action to protect the health and safety of the clients or personnel;
  - 3.12.2. A revised POC is not submitted within 21 days of the written notification from the department; or
  - 3.12.3. A revised POC submitted has not been accepted.



Exhibit K

4. Duties and Responsibilities of All Contractors.
  - 4.1. The contractor shall comply with all federal, state, and local laws, rules, codes, ordinances, licenses, permits, and approvals, and rules promulgated thereunder, as applicable.
  - 4.2. The contractor shall monitor, assess, and improve, as necessary, the quality of care and service provided to clients on an ongoing basis.
  - 4.3. The contractor shall provide for the necessary qualified personnel, facilities, equipment, and supplies for the safety, maintenance and operation of the contractor.
  - 4.4. The contractor shall develop and implement written policies and procedures governing its operation and all services provided.
  - 4.5. All policies and procedures shall be reviewed, revised, and trained on per contractor policy.
  - 4.6. The contractor shall:
    - 4.6.1. Employ an administrator responsible for the day-to-day operation of the contractor;
    - 4.6.2. Maintain a current job description and minimum qualifications for the administrator, including the administrator's authority and duties; and
    - 4.6.3. Establish, in writing, a chain of command that sets forth the line of authority for the operation of the contractor the staff position(s) to be delegated the authority and responsibility to act in the administrator's behalf when the administrator is absent.
  - 4.7. The contractor shall post the following documents in a public area:
    - 4.7.1. A copy of the contractor's policies and procedures relative to the implementation of client rights and responsibilities, including client confidentiality per 42 CFR Part 2; and
    - 4.7.2. The contractor's plan for fire safety, evacuation and emergencies identifying the location of, and access to all fire exits.
  - 4.8. The contractor or any employee shall not falsify any documentation or provide false or misleading information to the department.
  - 4.9. The contractor shall comply with all conditions of warnings and administrative remedies issued by the department, and all court orders.
  - 4.10. The contractor shall admit and allow any department representative to inspect the certified premises and all programs and services that are being provided at any time for the purpose of determining compliance with the contract.
  - 4.11. The contractor shall:
    - 4.11.1. Report all critical incidents and sentinel events to the department in accordance with Exhibit A, Section 20.2.3;
    - 4.11.2. Submit additional information if required by the department; and
    - 4.11.3. Report the event to other agencies as required by law.
  - 4.12. The contractor shall implement policies and procedures for reporting:
    - 4.12.1. Suspected child abuse, neglect or exploitation, in accordance with RSA 169-C:29-30; and
    - 4.12.2. Suspected abuse, neglect or exploitation of adults, in accordance with RSA 149-F:49.
  - 4.13. The contractor shall report all positive tuberculosis test results for personnel to the office of disease control in accordance with RSA 141-C:7, He-P 301.02 and He-P 301.03.
  - 4.14. For residential programs, if the contractor accepts a client who is known to have a disease reportable under He-P 301 or an infectious disease, which is any disease



Exhibit K

caused by the growth of microorganisms in the body which might or might not be contagious, the contractor shall follow the required procedures for the care of the clients, as specified by the United States Centers for Disease Control and Prevention 2007 Guideline for Isolation Precautions, Preventing Transmission of Infectious Agents in Healthcare Settings, June 2007.

- 4.15. Contractors shall implement state and federal regulations on client confidentiality, including provisions outlined in 42 CFR 2.13, RSA 172:8-a, and RSA 318-B:12;
- 4.16. A contractor shall, upon request, provide a client or the client's guardian or agent, if any, with a copy of his or her client record within the confines for 42 CFR Part 2.
- 4.17. The contractor shall develop policies and procedures regarding the release of information contained in client records, in accordance with 42 CFR Part 2, the Health Insurance Portability and Accountability Act (HIPAA), and RSA 318-B:10.
- 4.18. All records required by the contract shall be legible, current, accurate and available to the department during an inspection or investigation conducted in accordance with these rules.
- 4.19. Any contractor that maintains electronic records shall develop written policies and procedures designed to protect the privacy of clients and personnel that, at a minimum, include:
  - 4.19.1. Procedures for backing up files to prevent loss of data;
  - 4.19.2. Safeguards for maintaining the confidentiality of information pertaining to clients and staff; and
  - 4.19.3. Systems to prevent tampering with information pertaining to clients and staff.
- 4.20. The contractor's service site(s) shall:
  - 4.20.1. Be accessible to a person with a disability using ADA accessibility and barrier free guidelines per 42 U.S.C. 12131 et seq;
  - 4.20.2. Have a reception area separate from living and treatment areas;
  - 4.20.3. Have private space for personal consultation, charting, treatment and social activities, as applicable;
  - 4.20.4. Have secure storage of active and closed confidential client records; and
  - 4.20.5. Have separate and secure storage of toxic substances.
- 4.21. The contractor shall establish and monitor a code of ethics for the contractor and its staff, as well as a mechanism for reporting unethical conduct.

The contractor shall maintain specific policies on the following and shall submit these policies to the department for approval no later than 30 days after the effective date of the contract:

- 4.21.1. Client rights, grievance and appeals policies and procedures;
- 4.21.2. Progressive discipline, leading to administrative discharge;
- 4.21.3. Reporting and appealing staff grievances;
- 4.21.4. Policies on client alcohol and other drug use while in treatment;
- 4.21.5. Policies on client and employee smoking that are in compliance with Exhibit A, Section 4.1.5;
- 4.21.6. Drug-free workplace policy and procedures, including a requirement for the filing of written reports of actions taken in the event of staff misuse of alcohol or other drugs;
- 4.21.7. Policies and procedures for holding a client's possessions;
- 4.21.8. Secure storage of staff medications;
- 4.21.9. A client medication policy;
- 4.21.10. Urine specimen collection, as applicable, that:



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- 4.21.10.1. Ensure that collection is conducted in a manner that preserves client privacy as much as possible; and
- 4.21.10.2. Minimize falsification;
- 4.21.11. Safety and emergency procedures on the following:
  - 4.21.11.1. Medical emergencies;
  - 4.21.11.2. Infection control and universal precautions, including the use of protective clothing and devices;
  - 4.21.11.3. Reporting employee injuries;
  - 4.21.11.4. Fire monitoring, warning, evacuation, and safety drill policy and procedures;
  - 4.21.11.5. Emergency closings;
  - 4.21.11.6. Posting of the above safety and emergency procedures.
- 4.21.12. Procedures for protection of client records that govern use of records, storage, removal, conditions for release of information, and compliance with 42CFR, Part 2 and the Health Insurance Portability and Accountability Act (HIPAA); and
- 4.21.13. Procedures related to quality assurance and quality improvement.
- 5. Collection of Fees.
  - 5.1. The contractor shall maintain procedures regarding collections from client fees, private or public insurance, and other payers responsible for the client's finances; and
  - 5.2. At the time of screening and admission the contractor shall provide the client, and the client's guardian, agent, or personal representative, with a listing of all known applicable charges and identify what care and services are included in the charge.
- 6. Client Screening and Denial of Services.
  - 6.1. Contractors shall maintain a record of all client screenings, including:
    - 6.1.1. The client name and/or unique client identifier;
    - 6.1.2. The client referral source;
    - 6.1.3. The date of initial contact from the client or referring agency;
    - 6.1.4. The date of screening;
    - 6.1.5. The result of the screening, including the reason for denial of services if applicable;
    - 6.1.6. For any client who is placed on a waitlist, record of referrals to and coordination with interim services or reason that such a referral was not made;
    - 6.1.7. Record of all client contacts between screening and removal from the waitlist; and
    - 6.1.8. Date client was removed from the waitlist and the reason for removal
  - 6.2. For any client who is denied services, the contractor is responsible for:
    - 6.2.1. Informing the client of the reason for denial;
    - 6.2.2. Assisting the client in identifying and accessing appropriate available treatment;
  - 6.3. The contractor shall not deny services to a client solely because the client:
    - 6.3.1. Previously left treatment against the advice of staff;
    - 6.3.2. Relapsed from an earlier treatment;
    - 6.3.3. Is on any class of medications, including but not limited to opiates or benzodiazepines; or
    - 6.3.4. Has been diagnosed with a mental health disorder.
  - 6.4. The contractor shall report on 6.1 and 6.2 above at the request of the department.
- 7. Personnel Requirements.
  - 7.1. The contractor shall develop a current job description for all staff, including contracted staff, volunteers, and student interns, which shall include:
    - 7.1.1. Job title;



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- 7.1.2. Physical requirements of the position;
- 7.1.3. Education and experience requirements of the position;
- 7.1.4. Duties of the position;
- 7.1.5. Positions supervised; and
- 7.1.6. Title of immediate supervisor.
- 7.2. The contractor shall develop and implement policies regarding criminal background checks of prospective employees, which shall, at a minimum, include:
  - 7.2.1. Requiring a prospective employee to sign a release to allow the contractor to obtain his or her criminal record;
  - 7.2.2. Requiring the administrator or his or her designee to obtain and review a criminal records check from the New Hampshire department of safety for each prospective employee;
  - 7.2.3. Criminal background standards regarding the following, beyond which shall be reason to not hire a prospective employee in order to ensure the health, safety, or well-being of clients:
    - 7.2.3.1. Felony convictions in this or any other state;
    - 7.2.3.2. Convictions for sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation; and
    - 7.2.3.3. Findings by the department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation or any person; and
  - 7.2.4. Waiver of 7.2.3 above for good cause shown.
- 7.3. All staff, including contracted staff, shall:
  - 7.3.1. Meet the educational, experiential, and physical qualifications of the position as listed in their job description;
  - 7.3.2. Not exceed the criminal background standards established by 7.2.3 above, unless waived for good cause shown, in accordance with policy established in 7.2.4 above;
  - 7.3.3. Be licensed, registered or certified as required by state statute and as applicable;
  - 7.3.4. Receive an orientation within the first 3 days of work or prior to direct contact with clients, which includes:
    - 7.3.4.1. The contractor's code of ethics, including ethical conduct and the reporting of unprofessional conduct;
    - 7.3.4.2. The contractor's policies on client rights and responsibilities and complaint procedures;
    - 7.3.4.3. Confidentiality requirements as required by Sections 4.15 and 4.19.2 above and Section 17 below;
    - 7.3.4.4. Grievance procedures for both clients and staff as required in Section 4.22.1 and 4.22.3 above and Section 18 below.
    - 7.3.4.5. The duties and responsibilities and the policies, procedures, and guidelines of the position they were hired for;
    - 7.3.4.6. Topics covered by both the administrative and personnel manuals;
    - 7.3.4.7. The contractor's infection prevention program;
    - 7.3.4.8. The contractor's fire, evacuation, and other emergency plans which outline the responsibilities of personnel in an emergency; and
    - 7.3.4.9. Mandatory reporting requirements for abuse or neglect such as those found in RSA 161-F and RSA 169-C:29; and
  - 7.3.5. Sign and date documentation that they have taken part in an orientation as described in 7.3.4 above;



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- 7.3.6. Complete a mandatory annual in-service education, which includes a review of all elements described in 7.3.4 above.
- 7.4. Prior to having contact with clients, employees and contracted employees shall:
  - 7.4.1. Submit to the contractor proof of a physical examination or a health screening conducted not more than 12 months prior to employment which shall include at a minimum the following:
    - 7.4.1.1. The name of the examinee;
    - 7.4.1.2. The date of the examination;
    - 7.4.1.3. Whether or not the examinee has a contagious illness or any other illness that would affect the examinee's ability to perform their job duties;
    - 7.4.1.4. Results of a 2-step tuberculosis (TB) test, Mantoux method or other method approved by the Centers for Disease Control (CDC); and
    - 7.4.1.5. The dated signature of the licensed health practitioner;
  - 7.4.2. Be allowed to work while waiting for the results of the second step of the TB test when the results of the first step are negative for TB; and
  - 7.4.3. Comply with the requirements of the Centers for Disease Control Guidelines for Preventing the Transmission of Tuberculosis in Health Facilities Settings, 2005, if the person has either a positive TB test, or has had direct contact or potential for occupational exposure to Mycobacterium tuberculosis through shared air space with persons with infectious tuberculosis.
- 7.5. Employees, contracted employees, volunteers and independent contractors who have direct contact with clients who have a history of TB or a positive skin test shall have a symptomatology screen of a TB test.
- 7.6. The contractor shall maintain and store in a secure and confidential manner, a current personnel file for each employee, student, volunteer, and contracted staff. A personnel file shall include, at a minimum, the following:
  - 7.6.1. A completed application for employment or a resume, including:
  - 7.6.2. Identification data; and
  - 7.6.3. The education and work experience of the employee;
  - 7.6.4. A copy of the current job description or agreement, signed by the individual, that identifies the:
    - 7.6.4.1. Position title;
    - 7.6.4.2. Qualifications and experience; and
    - 7.6.4.3. Duties required by the position;
  - 7.6.5. Written verification that the person meets the contractor's qualifications for the assigned job description, such as school transcripts, certifications and licenses as applicable;
  - 7.6.6. A signed and dated record of orientation as required by 7.3.4 above;
  - 7.6.7. A copy of each current New Hampshire license, registration or certification in health care field and CPR certification, if applicable;
  - 7.6.8. Records of screening for communicable diseases results required in 7.4 above;
  - 7.6.9. Written performance appraisals for each year of employment including description of any corrective actions, supervision, or training determined by the person's supervisor to be necessary;
  - 7.6.10. Documentation of annual in-service education as required by 7.3.6 above;
  - 7.6.11. Information as to the general content and length of all continuing education or educational programs attended;



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- 7.6.12. A signed statement acknowledging the receipt of the contractor's policy setting forth the client's rights and responsibilities, including confidentiality requirements, and acknowledging training and implementation of the policy.
- 7.6.13. A statement, which shall be signed at the time the initial offer of employment is made and then annually thereafter, stating that he or she:
  - 7.6.13.1. Does not have a felony conviction in this or any other state;
  - 7.6.13.2. Has not been convicted of a sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation or pose a threat to the health, safety or well-being of a client; and
  - 7.6.13.3. Has not had a finding by the department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation of any person; and
- 7.6.14. Documentation of the criminal records check and any waivers per 7.2 above.
- 7.7. An individual need not re-disclose any of the matters in 7.6.13 and 7.6.14 above if the documentation is available and the contractor has previously reviewed the material and granted a waiver so that the individual can continue employment.
- 8. Clinical Supervision.
  - 8.1. Contractors shall comply with the following clinical supervision requirements for unlicensed counselors:
    - 8.1.1. Each unlicensed alcohol and drug counselor or Certified Recovery Support Worker (CRSW) shall be supervised by a New Hampshire-MLADC or LADC with the LCS credential at a ratio of one LADC to every 2 full-time equivalent positions that are unlicensed alcohol and drug counselors or CRSWs;
    - 8.1.2. Unlicensed counselors shall receive at least one hour of supervision for every 20 hours of direct client contact;
    - 8.1.3. Supervision shall be provided on an individual or group basis, or both, depending upon the employee's need, experience and skill level;
    - 8.1.4. Supervision shall include following techniques:
      - 8.1.4.1. Review of case records;
      - 8.1.4.2. Observation of interactions with clients;
      - 8.1.4.3. Skill development; and
      - 8.1.4.4. Review of case management activities; and
    - 8.1.5. Supervisors shall maintain a log of the supervision date, duration, content and who was supervised by whom;
    - 8.1.6. Individuals licensed or certified by the NH Board of Licensing for Alcohol and Other Drug Use Professionals shall receive supervision in accordance with RSA 330-C and the rules promulgated thereunder.
- 9. Clinical Services.
  - 9.1. Each contractor shall have and adhere to a clinical care manual which includes policies and procedures related to all clinical services provided.
  - 9.2. All clinical services provided shall:
    - 9.2.1. Focus on the client's strengths;
    - 9.2.2. Be sensitive and relevant to the diversity of the clients being served;
    - 9.2.3. Be client and family centered;
    - 9.2.4. Be trauma informed, which means designed to acknowledge the impact of violence and trauma on people's lives and the importance of addressing trauma in treatment; and
  - 9.3. Upon a client's admission, the contractor shall conduct a client orientation, either individually or by group, to include the following:



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- 9.3.1. Rules, policies, and procedures of the contractor, program, and facility;
- 9.3.2. Requirements for successfully completing the program;
- 9.3.3. The administrative discharge policy and the grounds for administrative discharge;
- 9.3.4. All applicable laws regarding confidentiality, including the limits of confidentiality and mandatory reporting requirements; and
- 9.3.5. Requiring the client to sign a receipt that the orientation was conducted.
- 9.3.6. Upon a client's admission to treatment, the contractor shall conduct an HIV/AIDS screening, to include:
  - 9.3.7. The provision of information;
  - 9.3.8. Risk assessment;
  - 9.3.9. Intervention and risk reduction education, and
  - 9.3.10. Referral for testing, if appropriate, within 7 days of admission;
- 10. Treatment and Rehabilitation.
  - 10.1. A LADC or unlicensed counselor under the supervision of a LADC shall develop and maintain a written treatment plan for each client in accordance with TAP 21: Addiction Counseling Competencies available at <http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1> which addresses all ASAM domains.
  - 10.2. Treatment plans shall be developed as follows:
    - 10.2.1. Within 7 days following admission to any residential program; and
    - 10.2.2. No later than the third session of an ambulatory treatment program.
  - 10.3. Individual treatment plans shall contain, at a minimum, the following elements:
    - 10.3.1. Goals, objectives, and interventions written in terms that are specific, measurable, attainable, realistic and timely.
    - 10.3.2. Identifies the recipient's clinical needs, treatment goals, and objectives;
    - 10.3.3. Identifies the client's strengths and resources for achieving goals and objectives in 10.3.1 above;
    - 10.3.4. Defines the strategy for providing services to meet those needs, goals, and objectives;
    - 10.3.5. Identifies referral to outside contractors for the purpose of achieving a specific goal or objective when the service cannot be delivered by the treatment program;
    - 10.3.6. Provides the criteria for terminating specific interventions; and
    - 10.3.7. Includes specification and description of the indicators to be used to assess the individual's progress.
    - 10.3.8. Documentation of participation by the client in the treatment planning process or the reason why the client did not participate; and
    - 10.3.9. Signatures of the client and the counselor agreeing to the treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.
  - 10.4. Treatment plans shall be updated based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent.
  - 10.5. Treatment plan updates shall include:
    - 10.5.1. Documentation of the degree to which the client is meeting treatment plan goals and objectives;
    - 10.5.2. Modification of existing goals or addition of new goals based on changes in the clients functioning relative to ASAM domains and treatment goals and objectives.





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- 10.5.3. The counselor's assessment of whether or not the client needs to move to a different level of care based on changes in functioning in any ASAM domain and documentation of the reasons for this assessment.
- 10.5.4. The signature of the client and the counselor agreeing to the updated treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.
- 10.6. In addition to the individualized treatment planning in 10.3 above, all contractors shall provide client education on:
  - 10.6.1. Substance use disorders;
  - 10.6.2. Relapse prevention;
  - 10.6.3. Infectious diseases associated with injection drug use, including but not limited to, HIV, hepatitis, and TB;
  - 10.6.4. Sexually transmitted diseases;
  - 10.6.5. Emotional, physical, and sexual abuse;
  - 10.6.6. Nicotine use disorder and cessation options;
  - 10.6.7. The impact of drug and alcohol use during pregnancy, risks to the fetus, and the importance of informing medical practitioners of drug and alcohol use during pregnancy
- 10.7. Group education and counseling
  - 10.7.1. The contractor shall maintain an outline of each educational and group therapy session provided.
  - 10.7.2. All group counseling sessions shall be limited to 12 clients or fewer per counselor.
- 10.8. Progress notes
  - 10.8.1. A progress note shall be completed for each individual, group, or family treatment or education session.
  - 10.8.2. Each progress note shall contain the following components:
    - 10.8.2.1. Data, including self-report, observations, interventions, current issues/stressors, functional impairment, interpersonal behavior, motivation, and progress, as it relates to the current treatment plan;
    - 10.8.2.2. Assessment, including progress, evaluation of intervention, and obstacles or barriers; and
    - 10.8.2.3. Plan, including tasks to be completed between sessions, objectives for next session, any recommended changes, and date of next session; and
- 10.9. Residential programs shall maintain a daily shift change log which documents such things as client behavior and significant events that a subsequent shift should be made aware of.
- 11. Client Discharge and Transfer.
  - 11.1. A client shall be discharged from a program for the following reasons:
    - 11.1.1. Program completion or transfer based on changes in the client's functioning relative to ASAM criteria;
    - 11.1.2. Program termination, including:
      - 11.1.2.1. Administrative discharge;
      - 11.1.2.2. Non-compliance with the program;
      - 11.1.2.3. The client left the program before completion against advice of treatment staff; and
    - 11.1.3. The client is inaccessible, such as the client has been jailed or hospitalized; and
  - 11.2. In all cases of client discharge or transfer, the counselor shall complete a narrative discharge summary, including, at a minimum:



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- 11.2.1. The dates of admission and discharge or transfer;
- 11.2.2. The client's psychosocial substance abuse history and legal history;
- 11.2.3. A summary of the client's progress toward treatment goals in all ASAM domains;
- 11.2.4. The reason for discharge or transfer;
- 11.2.5. The client's DSM 5 diagnosis and summary, to include other assessment testing completed during treatment;
- 11.2.6. A summary of the client's physical condition at the time of discharge or transfer;
- 11.2.7. A continuing care plan, including all ASAM domains;
- 11.2.8. A determination as to whether the client would be eligible for re-admission to treatment, if applicable; and
- 11.2.9. The dated signature of the counselor completing the summary.
- 11.3. The discharge summary shall be completed:
  - 11.3.1. No later than 7 days following a client's discharge or transfer from the program; or
  - 11.3.2. For withdrawal management services, by the end of the next business day following a client's discharge or transfer from the program.
- 11.4. When transferring a client, either from one level of care to another within the same certified contractor agency or to another treatment contractor, the counselor shall:
  - 11.4.1. Complete a progress note on the client's treatment and progress towards treatment goals, to be included in the client's record; and
  - 11.4.2. Update the client assessment and treatment plan.
- 11.5. When transferring a client to another treatment contractor, the current contractor shall forward copies of the following information to the receiving contractor, only after a release of confidential information is signed by the client:
  - 11.5.1. The discharge summary;
  - 11.5.2. Client demographic information, including the client's name, date of birth, address, telephone number, and the last 4 digits of his or her Social Security number; and
  - 11.5.3. A diagnostic assessment statement and other assessment information, including:
    - 11.5.3.1. TB test results;
    - 11.5.3.2. A record of the client's treatment history; and
    - 11.5.3.3. Documentation of any court-mandated or agency-recommended follow-up treatment.
- 11.6. The counselor shall meet with the client at the time of discharge or transfer to establish a continuing care plan that:
  - 11.6.1. Includes recommendations for continuing care in all ASAM domains;
  - 11.6.2. Addresses the use of self-help groups including, when indicated, facilitated self-help; and
  - 11.6.3. Assists the client in making contact with other agencies or services.
- 11.7. The counselor shall document in the client record if and why the meeting in Section 11.6 above could not take place.
- 11.8. A contractor may administratively discharge a client from a program only if:
  - 11.8.1. The client's behavior on program premises is abusive, violent, or illegal;
  - 11.8.2. The client is non-compliant with prescription medications;
  - 11.8.3. Clinical staff documents therapeutic reasons for discharge, which may include the client's continued use of illicit drugs or an unwillingness to follow appropriate clinical interventions; or



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11.8.4. The client violates program rules in a manner that is consistent with the contractor's progressive discipline policy.

12. Client Record System.

12.1. Each contractor shall have policies and procedures to implement a comprehensive client record system, in either paper form or electronic form, or both, that complies with this section.

The client record of each client served shall communicate information in a manner that is:

- 12.1.1. Organized into related sections with entries in chronological order;
- 12.1.2. Easy to read and understand;
- 12.1.3. Complete, containing all the parts; and
- 12.1.4. Up-to-date, including notes of most recent contacts.

12.2. The client record shall include, at a minimum, the following components, organized as follows:

12.2.1. First section, Intake/Initial Information:

12.2.1.1. Identification data, including the client's:

- 12.2.1.1.1. Name;
- 12.2.1.1.2. Date of birth;
- 12.2.1.1.3. Address;
- 12.2.1.1.4. Telephone number; and
- 12.2.1.1.5. The last 4 digits of the client's Social Security number;

12.2.1.2. The date of admission;

12.2.1.3. If either of these have been appointed for the client, the name and address of:

- 12.2.1.3.1. The guardian; and
- 12.2.1.3.2. The representative payee;

12.2.1.4. The name, address, and telephone number of the person to contact in the event of an emergency;

12.2.1.5. Contact information for the person or entity referring the client for services, as applicable;

12.2.1.6. The name, address, and telephone number of the primary health care contractor;

12.2.1.7. The name, address, and telephone number of the behavioral health care contractor, if applicable;

12.2.1.8. The name and address of the client's public or private health insurance contractor(s), or both;

12.2.1.9. The client's religious preference, if any;

12.2.1.10. The client's personal health history;

12.2.1.11. The client's mental health history;

12.2.1.12. Current medications;

12.2.1.13. Records and reports prepared prior to the client's current admission and determined by the counselor to be relevant; and

12.2.1.14. Signed receipt of notification of client rights;

12.2.2. Second section, Screening/Assessment/Evaluation:

12.2.2.1. Documentation of all elements of screening, assessment and evaluation required by Exhibit A, Sections 6 and 10.2;

12.2.3. Third section, Treatment Planning:

12.2.3.1. The individual treatment plan, updated at designated intervals in accordance with Sections 10.2 – 10.5 above; and



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- 12.2.3.2. Signed and dated progress notes and reports from all programs involved, as required by Section 10.8 above;
- 12.2.4. Fourth section, Discharge Planning:
  - 12.2.4.1. A narrative discharge summary, as required by Sections 11.2 and 11.3 above;
- 12.2.5. Fifth section, Releases of Information/Miscellaneous:
  - 12.2.5.1. Release of information forms compliant with 42 CFR, Part 2;
  - 12.2.5.2. Any correspondence pertinent to the client; and
  - 12.2.5.3. Any other information the contractor deems significant.
- 12.3. If the contractor utilizes a paper format client record system, then the sections in Section 12.3 above shall be tabbed sections.
- 12.4. If the contractor utilizes an electronic format, the sections in Section 12.3 above shall not apply provided that all information listed in Section 12.3 above is included in the electronic record.
- 12.5. All client records maintained by the contractor or its sub-contractors, including paper files, facsimile transmissions, or electronic data transfers, shall be strictly confidential.
- 12.6. All confidential information shall be maintained within a secure storage system at all times as follows:
  - 12.6.1. Paper records and external electronic storage media shall be kept in locked file cabinets;
  - 12.6.2. All electronic files shall be password protected; and
  - 12.6.3. All confidential notes or other materials that do not require storage shall be shredded immediately after use.
  - 12.6.4. Contractors shall retain client records after the discharge or transfer of the client, as follows:
    - 12.6.4.1. For a minimum of 7 years for an adult; and
    - 12.6.4.2. For a minimum of 7 years after age of majority for children.
- 12.7. In the event of a program closure, the contractor closing its treatment program shall arrange for the continued management of all client records. The closing contractor shall notify the department in writing of the address where records will be stored and specify the person managing the records.
- 12.8. The closing contractor shall arrange for storage of each record through one or more of the following measures:
  - 12.8.1. Continue to manage the records and give written assurance to the department that it will respond to authorized requests for copies of client records within 10 working days;
  - 12.8.2. Transfer records of clients who have given written consent to another contractor, or
  - 12.8.3. Enter into a limited service organization agreement with another contractor to store and manage records.
- 13. Medication Services.
  - 13.1. No administration of medications, including physician samples, shall occur except by a licensed medical practitioner working within their scope of practice.
  - 13.2. All prescription medications brought by a client to program shall be in their original containers and legibly display the following information:
    - 13.2.1. The client's name;
    - 13.2.2. The medication name and strength;
    - 13.2.3. The prescribed dose;
    - 13.2.4. The route of administration;



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- 13.2.5. The frequency of administration; and
- 13.2.6. The date ordered.
- 13.3. Any change or discontinuation of prescription medications shall require a written order from a licensed practitioner.
- 13.4. All prescription medications, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be kept on the client's person or stored in the client's room, shall be stored as follows:
  - 13.4.1. All medications shall be kept in a storage area that is:
    - 13.4.1.1. Locked and accessible only to authorized personnel;
    - 13.4.1.2. Organized to allow correct identification of each client's medication(s);
    - 13.4.1.3. Illuminated in a manner sufficient to allow reading of all medication labels; and
    - 13.4.1.4. Equipped to maintain medication at the proper temperature;
  - 13.4.2. Schedule II controlled substances, as defined by RSA 318-B:1-b, shall be kept in a separately locked compartment within the locked medication storage area and accessible only to authorized personnel; and
  - 13.4.3. Topical liquids, ointments, patches, creams and powder forms of products shall be stored in a manner such that cross-contamination with oral, optic, ophthalmic, and parenteral products shall not occur.
- 13.5. Medication belonging to personnel shall not be accessible to clients, nor stored with client medication.
- 13.6. Over-the-counter (OTC) medications shall be handled in the following manner:
  - 13.6.1. Only original, unopened containers of OTC medications shall be allowed to be brought into the program;
  - 13.6.2. OTC medication shall be stored in accordance with Section 13.4 above.
  - 13.6.3. OTC medication containers shall be marked with the name of the client using the medication and taken in accordance with the directions on the medication container or as ordered by a licensed practitioner;
- 13.7. All medications self-administered by a client, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be taken by the client without supervision, shall be supervised by the program staff, as follows:
  - 13.7.1. Staff shall remind the client to take the correct dose of his or her medication at the correct time;
  - 13.7.2. Staff may open the medication container but shall not be permitted to physically handle the medication itself in any manner;
  - 13.7.3. Staff shall remain with the client to observe them taking the prescribed dose and type of medication;
- 13.8. For each medication taken, staff shall document in an individual client medication log the following:
  - 13.8.1. The medication name, strength, dose, frequency and route of administration;
  - 13.8.2. The date and the time the medication was taken;
  - 13.8.3. The signature or identifiable initials of the person supervising the taking of said medication; and
  - 13.8.4. The reason for any medication refused or omitted.
- 13.9. Upon a client's discharge:
  - 13.9.1. The client medication log in Section 13.8 above shall be included in the client's record; and
  - 13.9.2. The client shall be given any remaining medication to take with him or her
- 14. Notice of Client Rights



Exhibit K

- 14.1. Programs shall inform clients of their rights under these rules in clear, understandable language and form, both verbally and in writing as follows:
  - 14.1.1. Applicants for services shall be informed of their rights to evaluations and access to treatment;
  - 14.1.2. Clients shall be advised of their rights upon entry into any program and at least once a year after entry;
  - 14.1.3. Initial and annual notifications of client rights in Section 14 above shall be documented in the client's record; and
- 14.2. Every program within the service delivery system shall post notice of the rights, as follows:
  - 14.2.1. The notice shall be posted continuously and conspicuously;
  - 14.2.2. The notice shall be presented in clear, understandable language and form; and
  - 14.2.3. Each program and residence shall have on the premises complete copies of rules pertaining to client rights that are available for client review.
15. Fundamental Rights.
  - 15.1. No person receiving treatment for a substance use disorder shall be deprived of any legal right to which all citizens are entitled solely by reason of that person's admission to the treatment services system.
16. Personal Rights.
  - 16.1. Persons who are applicants for services or clients in the service delivery system shall be treated by program staff with dignity and respect at all times.
  - 16.2. Clients shall be free from abuse, neglect and exploitation including, at a minimum, the following:
    - 16.2.1. Freedom from any verbal, non-verbal, mental, physical, or sexual abuse or neglect;
    - 16.2.2. Freedom from the intentional use of physical force except the minimum force necessary to prevent harm to the client or others; and
    - 16.2.3. Freedom from personal or financial exploitation.
  - 16.3. Clients shall have the right to privacy.
17. Client Confidentiality
  - 17.1. All contractors shall adhere to the confidentiality requirements in 42 CFR part 2.
  - 17.2. In cases where a client, attorney or other authorized person, after review of the record, requests copies of the record, a program shall make such copies available free of charge for the first 25 pages and not more than 25 cents per page thereafter.
  - 17.3. If a minor age 12 or older is treated for drug abuse without parental consent as authorized by RSA 318:B12-a, the following shall apply:
    - 17.3.1. The minor's signature alone shall authorize a disclosure; and
    - 17.3.2. Any disclosure to the minor's parents or guardians shall require a signed authorization to release.
18. Client Grievances
  - 18.1. Clients shall have the right to complain about any matter, including any alleged violation of a right afforded by these rules or by any state or federal law or rule.
  - 18.2. Any person shall have the right to complain or bring a grievance on behalf of an individual client or a group of clients.
  - 18.3. The rules governing procedures for protection of client rights found at He-C 200 shall apply to such complaints and grievances.
19. Treatment Rights.
  - 19.1. Each client shall have the right to adequate and humane treatment, including:
    - 19.1.1. The right of access to treatment including:



Exhibit K

- 19.1.1.1. The right to evaluation to determine an applicant's need for services and to determine which programs are most suited to provide the services needed;
- 19.1.1.2. The right to provision of necessary services when those services are available, subject to the admission and eligibility policies and standards of each program; and
- 19.1.2. The right to quality treatment including:
  - 19.1.2.1. Services provided in keeping with evidence-based clinical and professional standards applicable to the persons and programs providing the treatment and to the conditions for which the client is being treated;
- 19.1.3. The right to receive services in such a manner as to promote the client's full participation in the community;
- 19.1.4. The right to receive all services or treatment to which a person is entitled in accordance with the time frame set forth in the client's individual treatment plan;
- 19.1.5. The right to an individual treatment plan developed, reviewed and revised in accordance with Sections 10.1 – 10.5 above which addresses the client's own goals;
- 19.1.6. The right to receive treatment and services contained in an individual treatment plan designed to provide opportunities for the client to participate in meaningful activities in the communities in which the client lives and works;
- 19.1.7. The right to service and treatment in the least restrictive alternative or environment necessary to achieve the purposes of treatment including programs which least restrict:
  - 19.1.7.1. Freedom of movement; and
  - 19.1.7.2. Participation in the community, while providing the level of support needed by the client;
- 19.1.8. The right to be informed of all significant risks, benefits, side effects and alternative treatment and services and to give consent to any treatment, placement or referral following an informed decision such that:
  - 19.1.8.1. Whenever possible, the consent shall be given in writing; and
  - 19.1.8.2. In all other cases, evidence of consent shall be documented by the program and shall be witnessed by at least one person;
- 19.1.9. The right to refuse to participate in any form of experimental treatment or research;
- 19.1.10. The right to be fully informed of one's own diagnosis and prognosis;
- 19.1.11. The right to voluntary placement including the right to:
  - 19.1.11.1. Seek changes in placement, services or treatment at any time; and
  - 19.1.11.2. Withdraw from any form of voluntary treatment or from the service delivery system;
- 19.1.12. The right to services which promote independence including services directed toward:
  - 19.1.12.1. Eliminating, or reducing as much as possible, the client's needs for continued services and treatment; and
  - 19.1.12.2. Promoting the ability of the clients to function at their highest capacity and as independently as possible;
- 19.1.13. The right to refuse medication and treatment;
- 19.1.14. The right to referral for medical care and treatment including, if needed, assistance in finding such care in a timely manner;
- 19.1.15. The right to consultation and second opinion including:
  - 19.1.15.1. At the client's own expense, the consultative services of:



Exhibit K

- 19.1.15.1.1. Private physicians;
- 19.1.15.1.2. Psychologists;
- 19.1.15.1.3. Licensed drug and alcohol counselors; and
- 19.1.15.1.4. Other health practitioners; and
- 19.1.15.2. Granting to such health practitioners reasonable access to the client, as required by Section 19.1.15, in programs and allowing such practitioners to make recommendations to programs regarding the services and treatment provided by the programs;
- 19.1.16. The right, upon request, to have one or more of the following present at any treatment meeting requiring client participation and informed decision-making:
  - 19.1.16.1. Guardian;
  - 19.1.16.2. Representative;
  - 19.1.16.3. Attorney;
  - 19.1.16.4. Family member;
  - 19.1.16.5. Advocate; or
  - 19.1.16.6. Consultant; and
- 19.1.17. The right to freedom from restraint including the right to be free from seclusion and physical, mechanical or pharmacological restraint.
- 19.2. No treatment professional shall be required to administer treatment contrary to such professional's clinical judgment.
- 19.3. Programs shall, whenever possible, maximize the decision-making authority of the client.
- 19.4. In furtherance of Section 19.3 above, the following provisions shall apply to clients for whom a guardian has been appointed by a court of competent jurisdiction:
  - 19.4.1. The program shall ensure that in the course of service provision, the guardian and all persons involved in the provision of service are made aware of the client's views, preferences and aspirations;
  - 19.4.2. A guardian shall only make decisions that are within the scope of the powers set forth in the guardianship order issued by the court;
  - 19.4.3. The program shall request a copy of the guardianship order from the guardian and the order shall be kept in the client's record at the program;
  - 19.4.4. If any issues arise relative to the provision of services and supports which are outside the scope of the guardian's decision-making authority as set forth in the guardianship order, the client's choice and preference relative to those issues shall prevail unless the guardian's authority is expanded by the court to include those issues;
  - 19.4.5. A program shall take such steps as are necessary to prevent a guardian from exceeding the decision-making authority granted by the court including:
    - 19.4.5.1. Reviewing with the guardian the limits on his or her decision-making authority; and
    - 19.4.5.2. If necessary, bringing the matter to the attention of the court that appointed the guardian;
  - 19.4.6. The guardian shall act in a manner that furthers the best interests of the client;
  - 19.4.7. In acting in the best interests of the client, the guardian shall take into consideration the views, preferences and aspirations of the client;
  - 19.4.8. The program shall take such steps as are necessary to prevent a guardian from acting in a manner that does not further the best interests of the client and, if necessary, bring the matter to the attention of the court that appointed the guardian; and





Exhibit K

- 19.4.9. In the event that there is a dispute between the program and the guardian, the program shall inform the guardian of his or her right to bring the dispute to the attention of the probate court that appointed the guardian.
- 20. Termination of Services.
  - 20.1. A client shall be terminated from a contractor's service if the client:
    - 20.1.1. Endangers or threatens to endanger other clients or staff, or engages in illegal activity on the property of the program;
    - 20.1.2. Is no longer benefiting from the service(s) he or she is receiving;
    - 20.1.3. Cannot agree with the program on a mutually acceptable course of treatment;
    - 20.1.4. Refuses to pay for the services that he or she is receiving despite having the financial resources to do so; or
    - 20.1.5. Refuses to apply for benefits that could cover the cost of the services that he or she is receiving despite the fact that the client is or might be eligible for such benefits.
  - 20.2. A termination from a contractor's services shall not occur unless the program has given both written and verbal notice to the client and client's guardian, if any, that:
    - 20.2.1. Give the effective date of termination;
    - 20.2.2. List the clinical or management reasons for termination; and
    - 20.2.3. Explain the rights to appeal and the appeal process pursuant to He-C 200.
  - 20.3. A contractor shall document in the record of a client who has been terminated that:
    - 20.3.1. The client has been notified of the termination; and
    - 20.3.2. The termination has been approved by the program director.
- 21. Client Rights in Residential Programs.
  - 21.1. In addition to the foregoing rights, clients of residential programs shall also have the following rights:
    - 21.1.1. The right to a safe, sanitary and humane living environment;
    - 21.1.2. The right to privately communicate with others, including:
      - 21.1.2.1. The right to send and receive unopened and uncensored correspondence;
      - 21.1.2.2. The right to have reasonable access to telephones and to be allowed to make and to receive reasonable numbers of telephone calls except that residential programs may require a client to reimburse them for the cost of any calls made by the client;
      - 21.1.2.3. The right to receive and to refuse to receive visitors except that residential programs may impose reasonable restrictions on the number and time of visits in order to ensure effective provision of services; and
    - 21.1.3. The right to engage in social and recreational activities including the provision of regular opportunities for clients to engage in such activities;
    - 21.1.4. The right to privacy, including the following:
      - 21.1.4.1. The right to courtesies such as knocking on closed doors before entering and ensuring privacy for telephone calls and visits;
      - 21.1.4.2. The right to opportunities for personal interaction in a private setting except that any conduct or activity which is illegal shall be prohibited; and
      - 21.1.4.3. The right to be free from searches of their persons and possessions except in accordance with applicable constitutional and legal standards;
    - 21.1.5. The right to individual choice, including the following:
      - 21.1.5.1. The right to keep and wear their own clothes;
      - 21.1.5.2. The right to space for personal possessions;
      - 21.1.5.3. The right to keep and to read materials of their own choosing;
      - 21.1.5.4. The right to keep and spend their own money; and



Exhibit K

- 21.1.5.5. The right not to work and to be compensated for any work performed, except that:
  - 21.1.5.5.1. Clients may be required to perform personal housekeeping tasks within the client's own immediate living area and equitably share housekeeping tasks within the common areas of the residence, without compensation; and
  - 21.1.5.5.2. Clients may perform vocational learning tasks or work required for the operation or maintenance of a residential program, if the work is consistent with their individual treatment plans and the client is compensated for work performed; and
- 21.1.6. The right to be reimbursed for the loss of any money held in safekeeping by the residence.
- 21.2. Nothing in Section 21 shall prevent a residence from having policies governing the behavior of the residents.
- 21.3. Clients shall be informed of any house policies upon admission to the residence.
- 21.4. House policies shall be posted and such policies shall be in conformity with this section.
- 21.5. House policies shall be periodically reviewed for compliance with this section in connection with quality assurance site visits.
- 21.6. Notwithstanding Section 21.1.4.3 above, contractors may develop policies and procedures that allow searches for alcohol and illicit drugs be conducted:
  - 21.6.1. Upon the client's admission to the program; and
  - 21.6.2. If probable cause exists, including such proof as:
    - 21.6.2.1. A positive test showing presence of alcohol or illegal drugs; or
    - 21.6.2.2. Showing physical signs of intoxication or withdrawal.

**New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services**



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**State of New Hampshire  
Department of Health and Human Services  
Amendment #2 to the  
Substance Use Disorder Treatment and Recovery Support Services Contract**

This 2<sup>nd</sup> Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment 2") dated this 15<sup>th</sup> day of May, 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Goodwin Community Health (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 311 Route 108, Somersworth, NH, 03878.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 1, 2016 (Item #12), and amended by an agreement (Amendment #1 to the Contract) approved on June 29, 2016 (Item #25) by Governor and Executive Council, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18, and Exhibit C-1 Paragraph 3, the Department reserves the right to renew the Contract for up to two additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council; and

WHEREAS, the parties agree to extend the completion date of the agreement by three (3) months, and increase the price limitation.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

1. General Provisions (Form P-37), Block 1.6, to add Account Numbers:  
05-095-092-920510-33820000-102-500734  
05-095-092-920510-33840000-102-500734
2. General Provisions (Form P-37), Block 1.7, to read September 30, 2017.
3. General Provisions (Form P-37), Block 1.8, to increase Price Limitation to read: \$517,200.
4. General Provisions (Form P-37), Block 1.9, to read Jonathan V. Gallo, Esq., Interim Director of Contracts and Procurement.
5. General Provisions (Form P-37), Block 1.10 to read 603-271-9246.
6. Add to Exhibit A, Section 1.3 to read:
  - 1.3 Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennium.



**New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services**

7. Delete Enhanced Services in Exhibit B-1 Amendment #1 Service and Fee Table as follows

<b>Service</b>	<b>Contract Rate (Maximum Allowed Charge)</b>	<b>Unit</b>	<b>Service Limit</b>
Enhanced Services	Cost Reimbursement	Cost Reimbursement	Up to \$51,750 and according to Section 7 of Exhibit B. This amount is inclusive of the amount in the Box 1.8 of the P-37.

And replace with the following:

<b>Service</b>	<b>Contract Rate (Maximum Allowed Charge)</b>	<b>Unit</b>	<b>Service Limit</b>
Enhanced Services	Cost Reimbursement	Cost Reimbursement	Up to \$62,100 and according to Section 7 of Exhibit B. This amount is inclusive of the amount in the Box 1.8 of the P-37.



**New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services**

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

5/25/17  
Date

[Signature]  
Katja S. Fox  
Director

Goodwin Community Health

5-16-17  
Date

[Signature]  
Name: CEO  
Title: CEO

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Strafford on May 16, 2017, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

[Signature]  
Signature of Notary Public or Justice of the Peace

Elizabeth Clemence, Notary  
Name and Title of Notary or Justice of the Peace

**ELIZABETH A. CLEMENCE**  
Notary Public, State of New Hampshire  
My Commission Expires April 6, 2021

My Commission Expires: \_\_\_\_\_

**New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services**



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

Date 6/5/17

  
Name: Megan Y. Goff  
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date \_\_\_\_\_

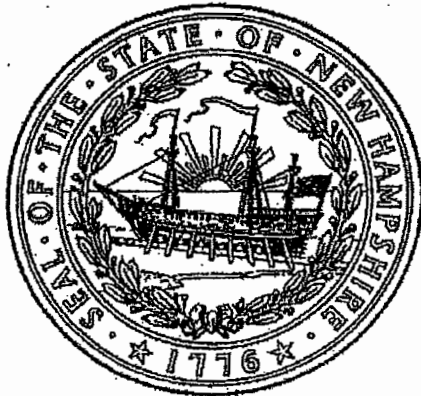
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**State of New Hampshire**  
**Department of State**

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that GOODWIN COMMUNITY HEALTH is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on August 18, 1971. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 65587



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 3rd day of April A.D. 2017.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

**CERTIFICATE OF VOTE**

I, David B. Staples, of Goodwin Community Health, do hereby certify that:

1. I am the duly elected Board Chair of Goodwin Community Health;
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of Goodwin Community Health, duly held on January 17, 2017;

Resolved: That this corporation enter into a contract with the State of New Hampshire, acting through its Department of Health and Human Services for the provision of Public Health Services.

Resolved: That the Chief Executive Officer, Janet Laatsch, is hereby authorized on behalf of this Corporation to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

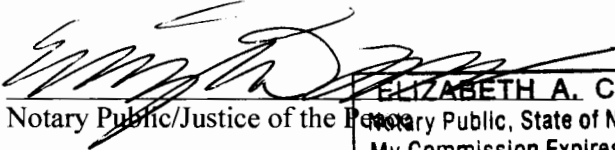
3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of May 16, 2017.

IN WITNESS WHEREOF, I have hereunto set my hand as the Board Chair of Goodwin Community Health this 16<sup>th</sup> day of May, 2017.

  
\_\_\_\_\_  
David B. Staples, DDS, Board Chair

STATE OF NH  
COUNTY OF STRAFFORD

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of May, 2017 by David B. Staples, DDS.

  
\_\_\_\_\_  
Notary Public/Justice of the Peace  

ELIZABETH A. CLEMENCE Notary Public, State of New Hampshire My Commission Expires April 6, 2021
-------------------------------------------------------------------------------------------------------

  
My Commission Expires: \_\_\_\_\_





## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/5/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # AGR8150 Clark Insurance One Sundial Ave Suite 302N Manchester, NH 03102	CONTACT NAME: Lorraine Michals, CIC	
	PHONE (A/C, No, Ext): (603) 716-2362 FAX (A/C, No): (603) 622-2854 E-MAIL ADDRESS: lmichals@clarkinsurance.com	
INSURED  Goodwin Community Health 311 Route 108 Somersworth, NH 03878	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Acadia	31325
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		ADV5212020-11	07/31/2016	07/31/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		ADV5212020-11	07/31/2016	07/31/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		CUA5214125-11	07/31/2016	07/31/2017	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	WCA5212021-11	07/31/2016	07/31/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

State of New Hampshire  
Department of Health and Human Services  
129 Pleasant Street  
Concord, NH 03301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Thomas R. Lavin*

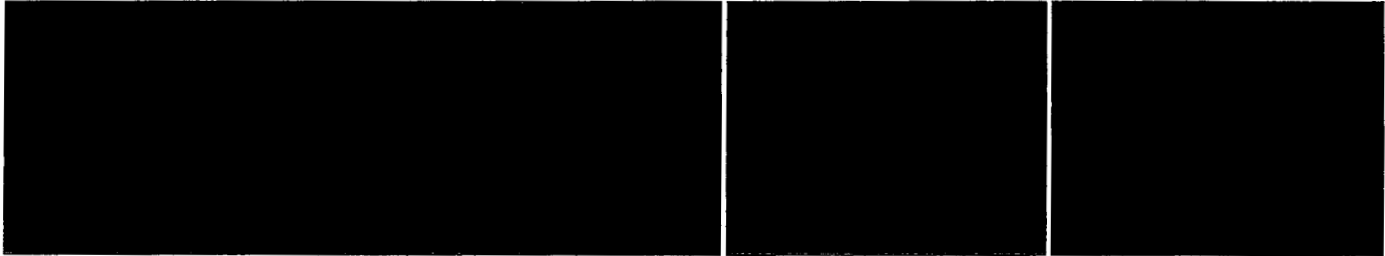


**Goodwin**  
Community Health

Mission

To provide exceptional  
health care that is  
accessible to all people  
in the community.

Board Approved on 6-11-2015



CONSOLIDATED FINANCIAL STATEMENTS

and

*REPORTS IN ACCORDANCE WITH GOVERNMENT AUDITING  
STANDARDS AND THE UNIFORM GUIDANCE*

June 30, 2016 and 2015

With Independent Auditor's Report





## INDEPENDENT AUDITOR'S REPORT

Board of Directors  
Goodwin Community Health and Subsidiary

### **Report on Consolidated Financial Statements**

We have audited the accompanying consolidated financial statements of Goodwin Community Health and Subsidiary (the Organization), which comprise the consolidated balance sheets as of June 30, 2016 and 2015, and the related consolidated statements of operations and changes in net assets and cash flows for the years then ended, and the related notes to the consolidated financial statements.

### ***Management's Responsibility for the Financial Statements***

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with U.S. generally accepted accounting principles; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

### ***Auditor's Responsibility***

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with U.S. generally accepted auditing standards and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

**Opinion**

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Goodwin Community Health and Subsidiary as of June 30, 2016 and 2015, and the results of their operations, changes in their net assets and their cash flows for the years then ended in accordance with U.S. generally accepted accounting principles.

**Other Matter**

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying schedule of expenditures of federal awards, as required by Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, is presented for purposes of additional analysis and is not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with U.S. generally accepted auditing standards. In our opinion, the information is fairly stated, in all material respects, in relation to the consolidated financial statements as a whole.

**Other Reporting Required by Government Auditing Standards**

In accordance with *Government Auditing Standards*, we have also issued our report dated December 13, 2016 on our consideration of Goodwin Community Health and Subsidiary's internal control over financial reporting and on our tests of their compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Goodwin Community Health and Subsidiary's internal control over financial reporting and compliance.

*Berry Dunn McNeil & Parker, LLC*

Manchester, New Hampshire  
December 13, 2016

**GOODWIN COMMUNITY HEALTH AND SUBSIDIARY**

**Consolidated Balance Sheets**

**June 30, 2016 and 2015**

**ASSETS**

	<u>2016</u>	<u>2015</u>
Continuing operations		
Current assets		
Cash and cash equivalents	\$ 2,603,347	\$ 1,632,421
Patient accounts receivable, less allowance for uncollectible accounts of \$128,995 in 2016 and \$79,554 in 2015	824,547	553,922
Grants receivable	615,693	472,843
Inventory	57,751	-
Other current assets	<u>27,459</u>	<u>23,594</u>
Total current assets	4,128,797	2,682,780
Investments	202,194	200,125
Investment in limited liability company	16,203	-
Property and equipment, net	<u>6,063,645</u>	<u>6,145,032</u>
Total assets, continuing operations	<u>10,410,839</u>	<u>9,027,937</u>
Discontinued operations		
Current assets		
Cash and cash equivalents	34,054	37,467
Patient accounts receivable, less allowance for uncollectible accounts of \$- in 2016 and \$1,824 in 2015	-	103,801
Other current assets	<u>-</u>	<u>1,878</u>
Total current assets	34,054	143,146
Property and equipment, net	-	2,651
Goodwill	<u>-</u>	<u>17,582</u>
Total assets, discontinued operations	<u>34,054</u>	<u>163,379</u>
Total assets	<u>\$10,444,893</u>	<u>\$ 9,191,316</u>

The accompanying notes are an integral part of these consolidated financial statements.

**GOODWIN COMMUNITY HEALTH AND SUBSIDIARY**

**Consolidated Balance Sheets (Concluded)**

**June 30, 2016 and 2015**

**LIABILITIES AND NET ASSETS (DEFICIT)**

	<u>2016</u>	<u>2015</u>
Continuing operations		
Current liabilities		
Line of credit	\$ -	\$ 56,500
Accounts payable and accrued expenses	115,852	181,271
Accrued payroll and related expenses	483,582	358,224
Current maturities of long-term debt	<u>27,490</u>	<u>155,389</u>
Total current liabilities	626,924	751,384
Long-term debt, less current maturities	<u>501,789</u>	<u>701,676</u>
Total liabilities	1,128,713	1,453,060
Net assets		
Unrestricted	<u>9,282,126</u>	<u>7,574,877</u>
Total liabilities and net assets, continuing operations	<u>10,410,839</u>	<u>9,027,937</u>
Discontinued operations		
Current liabilities		
Accounts payable and accrued expenses	-	124,973
Accrued payroll and related expenses	-	75,256
Current maturities of long-term debt	<u>-</u>	<u>6,351</u>
Total current liabilities	-	206,580
Long-term debt, less current maturities	<u>-</u>	<u>6,605</u>
Total liabilities	-	213,185
Net assets (deficit)		
Unrestricted	<u>34,054</u>	<u>(49,806)</u>
Total liabilities and net assets (deficit), discontinued operations	<u>34,054</u>	<u>163,379</u>
Total liabilities	1,128,713	1,666,245
Total net assets	<u>9,316,180</u>	<u>7,525,071</u>
Total liabilities and net assets	<u>\$ 10,444,893</u>	<u>\$ 9,191,316</u>

**GOODWIN COMMUNITY HEALTH AND SUBSIDIARY**

**Consolidated Statements of Operations and Changes in Net Assets**

**Years Ended June 30, 2016 and 2015**

	<u>2016</u>	<u>2015</u>
Continuing operations		
Operating revenue and support		
Patient service revenue	\$ 6,317,240	\$ 5,322,573
Provision for bad debts	<u>(312,321)</u>	<u>(256,074)</u>
Net patient service revenue	6,004,919	5,066,499
Grants, contracts, and contributions	3,737,779	3,219,481
Equity in earnings of limited liability company	16,203	-
Other operating revenue	<u>103,065</u>	<u>172,078</u>
Total operating revenue and support	<u>9,861,966</u>	<u>8,458,058</u>
Operating expenses		
Salaries and benefits	6,221,917	5,182,403
Other operating expenses	1,789,611	1,365,911
Depreciation	232,752	252,522
Interest expense	<u>33,276</u>	<u>45,167</u>
Total operating expenses	<u>8,277,556</u>	<u>6,846,003</u>
Excess of revenue over expenses	1,584,410	1,612,055
Grants for capital acquisition	<u>122,839</u>	<u>125,397</u>
Increase in unrestricted net assets, continuing operations	<u>1,707,249</u>	<u>1,737,452</u>

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The accompanying notes are an integral part of these consolidated financial statements.



**GOODWIN COMMUNITY HEALTH AND SUBSIDIARY**

**Consolidated Statements of Operations and Changes in Net Assets (Concluded)**

**Years Ended June 30, 2016 and 2015**

	<u>2016</u>	<u>2015</u>
Discontinued operations		
Operating revenue and support		
Patient service revenue	\$ 279,763	\$ 823,473
(Provision for) reduction in allowance for bad debts	<u>(19,466)</u>	<u>1,030</u>
Net patient service revenue	260,297	824,503
Grants, contracts, and contributions	1,522	1,207
Gain on disposal of discontinued operations	147,156	-
Other operating revenue	<u>572</u>	<u>91,358</u>
Total operating revenue and support	<u>409,547</u>	<u>917,068</u>
Operating expenses		
Salaries and benefits	257,382	732,415
Other operating expenses	65,523	139,200
Depreciation	2,651	1,221
Interest expense	<u>131</u>	<u>258</u>
Total operating expenses	<u>325,687</u>	<u>873,094</u>
Excess of revenue over expenses and increase in unrestricted net assets, discontinued operations	<u>83,860</u>	<u>43,974</u>
Increase in unrestricted net assets	1,791,109	1,781,426
Unrestricted net assets, beginning of year	<u>7,525,071</u>	<u>5,743,645</u>
Unrestricted net assets, end of year	<u>\$ 9,316,180</u>	<u>\$ 7,525,071</u>

**GOODWIN COMMUNITY HEALTH AND SUBSIDIARY**

**Consolidated Statements of Cash Flows**

**Years Ended June 30, 2016 and 2015**

	<u>2016</u>	<u>2015</u>
Cash flows from operating activities		
Change in net assets	\$ 1,791,109	\$ 1,781,426
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Unrestricted gain from discontinued operations	(83,860)	(43,974)
Provision for bad debts	312,321	256,074
Depreciation	232,752	252,522
Equity in earnings of limited liability company	(16,203)	-
Grants for capital acquisition	(122,839)	(125,397)
Debt forgiveness	(52,000)	(25,000)
Increase in		
Patient accounts receivable	(582,946)	(379,401)
Grants receivable	(142,850)	(310,233)
Other assets	(3,865)	(237)
Inventory	(57,751)	-
Increase (decrease) in		
Accounts payable and accrued expenses	(65,419)	818
Accrued salaries and related amounts	<u>125,358</u>	<u>52,002</u>
Net cash provided by operating activities from continuing operations	1,333,807	1,458,600
Net cash provided by operating activities from discontinued operations	<u>(155,195)</u>	<u>23,076</u>
Net cash provided by operating activities	<u>1,178,612</u>	<u>1,481,676</u>
Cash flows from investing activities		
Capital acquisitions	(151,365)	(125,396)
Purchase of investments	<u>(2,069)</u>	<u>(200,125)</u>
Net cash used by investing activities from continuing operations	(153,434)	(325,521)
Net cash provided by investing activities from discontinued operations	<u>164,738</u>	<u>-</u>
Net cash provided (used) by investing activities	<u>11,304</u>	<u>(325,521)</u>

The accompanying notes are an integral part of these consolidated financial statements.

**GOODWIN COMMUNITY HEALTH AND SUBSIDIARY**  
**Consolidated Statements of Cash Flows (Concluded)**  
**Years Ended June 30, 2016 and 2015**

	<u>2016</u>	<u>2015</u>
Cash flows from financing activities		
Grants for capital acquisition	122,839	125,397
Payments on long-term debt	(327,786)	(148,229)
Payments on line of credit	<u>(4,500)</u>	<u>(112,000)</u>
Net cash used by financing activities from continuing operations	(209,447)	(134,832)
Net cash used by financing activities from discontinued operations	<u>(12,956)</u>	<u>(7,014)</u>
Net cash used by financing activities	<u>(222,403)</u>	<u>(141,846)</u>
Net increase in cash and cash equivalents	967,513	1,014,309
Cash and cash equivalents, beginning of year	<u>1,669,888</u>	<u>655,579</u>
Cash and cash equivalents, end of year	<u>\$ 2,637,401</u>	<u>\$ 1,669,888</u>
Supplemental disclosures of cash flow information		
Cash paid for interest	\$ 33,407	\$ 45,425
Noncash transaction - debt forgiveness	52,000	25,000

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The accompanying notes are an integral part of these consolidated financial statements.

# GOODWIN COMMUNITY HEALTH AND SUBSIDIARY

## Notes to Consolidated Financial Statements

June 30, 2016 and 2015

### Organization

Goodwin Community Health (GCH) is a non-stock, not-for-profit corporation organized in New Hampshire. GCH is a Federally Qualified Health Center (FQHC) which provides prenatal care, social support, and public health services to low-income persons.

### Subsidiary

Great Bay Mental Health Associates, Inc. (GBMHA), a wholly-owned, for-profit subsidiary, is engaged in providing mental health services in the Strafford County, New Hampshire community through its employees and independent contractors who are qualified and licensed to practice in the State of New Hampshire.

## 1. Summary of Significant Accounting Policies

### Principles of Consolidation

The consolidated financial statements include the accounts of GCH and its subsidiary, GBMHA (collectively, the Organization). All significant intercompany balances and transactions have been eliminated in consolidation.

### Discontinued Operations

On December 31, 2015, the Organization sold GBMHA's name and phone numbers, furniture and equipment, and medical and business supplies to Wentworth-Douglass Physician Corporation, a New Hampshire not-for-profit corporation, for \$164,738. The Organization maintained GBMHA's cash and cash equivalents, insurance claims, federal tax identification number, tax refunds, accounts receivable, goodwill, and the business books and records.

The Organization's consolidated financial statements reflect GBMHA's assets, revenues, gain, losses and expenses and cash flows as discontinued operations as of and for the years ended June 30, 2016 and 2015.

### Use of Estimates

The preparation of consolidated financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements. Estimates also affect the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

# GOODWIN COMMUNITY HEALTH AND SUBSIDIARY

## Notes to Consolidated Financial Statements

June 30, 2016 and 2015

### Income Taxes

GCH is a public charity under Section 501(c)(3) of the Internal Revenue Code. As a public charity, GCH is exempt from state and federal income taxes on income earned in accordance with its tax-exempt purpose. Unrelated business income is subject to state and federal income tax. GBMHA is a non-exempt organization and files applicable Form 1120 (corporate return). No provision for income taxes was necessary for the years ended June 30, 2016 and 2015.

Management has evaluated the Organization's tax positions and concluded that the Organization has no unrelated business income or uncertain tax positions that require adjustment to the consolidated financial statements. The Organization is subject to U.S. federal and state examinations by tax authorities for the years ended June 30, 2012 through June 30, 2016.

### Cash and Cash Equivalents

Cash and cash equivalents consist of demand deposits and petty cash funds.

### Allowance for Uncollectible Accounts

Patient accounts receivable are stated at the amount management expects to collect from outstanding balances. Patient accounts receivable are reduced by an allowance for uncollectible accounts. In evaluating the collectability of patient accounts receivable, the Organization analyzes its past history and identifies trends for each funding source. Management regularly reviews data about revenue in evaluating the sufficiency of the allowance for uncollectible accounts. Amounts not collected after all reasonable collection efforts have been exhausted are applied against the allowance for uncollectible accounts. The Organization has not changed its methodology for estimating the allowance for uncollectible accounts during 2016 or 2015.

A reconciliation of the allowance for uncollectible accounts at June 30 is as follows:

	<u>2016</u>	<u>2015</u>
Balance, beginning of year	\$ 81,378	\$ 88,420
Provision	331,787	255,044
Write-offs	<u>(284,170)</u>	<u>(262,086)</u>
Balance, end of year	<u>\$ 128,995</u>	<u>\$ 81,378</u>

The increase in the allowance is primarily due to an increase in the amount due from patients with commercial insurance as a result of increased deductibles and co-pays.

### Grants Receivable

Grants receivable are stated at the amount management expects to collect from outstanding balances. All such amounts are considered collectible.

# GOODWIN COMMUNITY HEALTH AND SUBSIDIARY

## Notes to Consolidated Financial Statements

June 30, 2016 and 2015

### Inventory

Inventory consisting of pharmaceutical drugs is valued using the retail method and is measured at the lower of cost or market.

### Investments

Investments consist of certificates of deposit with a maturity in excess of one year.

### Investment in Limited Liability Company

The Organization is one of eight partners who have each made a capital contribution of \$500 to Primary Health Care Partners, LLC (PHCP) during 2015. The Organization's investment in PHCP is reported using the equity method and the investment amounted to \$16,203 at June 30, 2016.

### Property and Equipment

Property and equipment acquisitions are recorded at cost. Depreciation is provided over the estimated useful life of each class of depreciable asset and is computed on the straight-line method.

Gifts of long-lived assets, such as land, buildings, or equipment, are reported as unrestricted net assets and excluded from the excess of revenues over expenses, unless explicit donor stipulations specify how the donated assets must be used. Gifts of long-lived assets with explicit restrictions that specify how the assets are to be used and gifts of cash or other assets that must be used to acquire long-lived assets are reported as temporarily restricted net assets. Absent explicit donor stipulations about how long those long-lived assets must be maintained, expirations of donor restrictions are reported when the donated or acquired long-lived assets are placed in service.

### Patient Service Revenue

Patient service revenue is reported at the estimated net realizable amounts from patients, third-party payers, and others for services rendered, including estimated retroactive adjustments under reimbursement agreements with third-party payers. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and adjusted in future periods as final settlements are determined.

### Charity Care

The Organization provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates. Because the Organization does not pursue collection of amounts determined to qualify as charity care, they are not reported as net patient service revenue.

# GOODWIN COMMUNITY HEALTH AND SUBSIDIARY

## Notes to Consolidated Financial Statements

June 30, 2016 and 2015

### 340B Drug Pricing Program

The Organization, as an FQHC, is eligible to participate in the 340B Drug Pricing Program. The program requires drug manufacturers to provide outpatient drugs to FQHC's and other identified entities at a reduced price. The Organization operates a pharmacy and also contracts with local pharmacies under this program. The local pharmacies dispense drugs to eligible patients of the Organization and bill Medicare and commercial insurances on behalf of the Organization. Reimbursement received by the contracted pharmacies is remitted to the Organization, less dispensing and administrative fees. Gross revenue generated from the program is included in patient service revenue. Contracted expenses and drug costs incurred related to the program are included in other operating expenses. Expenses related to the operation of the Organization's pharmacy are categorized in the applicable operating expense classifications.

### Donor-Restricted Gifts

Unconditional promises to give cash and other assets are reported at fair value at the date the promise is received. Conditional promises to give and indications of intentions to give are reported at fair value at the date the gift is received. The gifts are reported as either temporarily or permanently restricted support if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), temporarily restricted net assets are reclassified to unrestricted net assets and reported in the consolidated statements of operations as "net assets released from restrictions." Donor-restricted contributions whose restrictions are met in the same year as received are reflected as unrestricted contributions in the accompanying consolidated financial statements.

### Functional Expenses

The Organization provides various services to residents within its geographic location. Expenses related to providing these services are as follows:

	<u>2016</u>	<u>2015</u>
Program services	\$ 7,042,192	\$ 6,377,552
Administrative and general	1,301,950	1,160,709
Fundraising	<u>259,101</u>	<u>180,836</u>
Total	<u>\$ 8,603,243</u>	<u>\$ 7,719,097</u>

### Excess of Revenue Over Expenses

The consolidated statements of operations reflect the excess of revenue over expenses. Changes in unrestricted net assets which are excluded from the excess of revenue over expenses, consistent with industry practice, include contributions of long-lived assets (including assets acquired using contributions which, by donor restriction, were to be used for the purposes of acquiring such assets).

# GOODWIN COMMUNITY HEALTH AND SUBSIDIARY

## Notes to Consolidated Financial Statements

June 30, 2016 and 2015

### Subsequent Events

For purposes of the preparation of these consolidated financial statements, management has considered transactions or events occurring through December 13, 2016, the date that the consolidated financial statements were available to be issued. Management has not evaluated subsequent events after that date for inclusion in the consolidated financial statements.

### 2. Property and Equipment

Property and equipment consisted of the following:

	<u>2016</u>	<u>2015</u>
Land	\$ 718,427	\$ 718,427
Building and improvements	5,802,958	5,670,162
Furniture, fixtures, and equipment	<u>1,449,887</u>	<u>1,364,376</u>
Total cost	7,971,272	7,752,965
Less accumulated depreciation	<u>1,907,627</u>	<u>1,698,003</u>
Total cost, less accumulated depreciation	6,063,645	6,054,962
Construction in progress	<u>-</u>	<u>92,721</u>
Property and equipment, net	<u>\$ 6,063,645</u>	<u>\$ 6,147,683</u>

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The Organization's facility was built and renovated with federal grant funding under the ARRA - Capital Improvement Program and ACA - Capital Development Program. In accordance with the grant agreements, a Notice of Federal Interest (NFI) was required to be filed in the appropriate official records of the jurisdiction in which the property is located. The NFI is designed to notify any prospective buyer or creditor that the Federal Government has a financial interest in the real property acquired under the aforementioned grant; that the property may not be used for any purpose inconsistent with that authorized by the grant program statute and applicable regulations; that the property may not be mortgaged or otherwise used as collateral without the written permission of the Associate Administrator of the Office of Federal Assistance Management, Health Resources and Services Administration (OFAM, HRSA); and that the property may not be sold or transferred to another party without the written permission of the Associate Administrator of OFAM and HRSA.

Upon obtaining the mortgage included in Note 4 below on the Organization's facility, the Organization received the required written permission from OFAM and HRSA where by HRSA subordinated its Federal Interest in the property to the bank.



**GOODWIN COMMUNITY HEALTH AND SUBSIDIARY**

**Notes to Consolidated Financial Statements**

**June 30, 2016 and 2015**

**3. Line of Credit**

The Organization has a \$200,000 line of credit with Frisbie Memorial Hospital. The line of credit is interest-free, unsecured, and due on demand. The outstanding balances on the line of credit at June 30, 2016 and 2015 were \$- and \$56,500, respectively.

**4. Long-Term Debt**

Long-term debt consists of the following:

	<u>2016</u>	<u>2015</u>
Variable-rate note payable to a local bank, payable in monthly installments of \$4,464, including interest at 4.75%, through December 2018, at which time the interest will be adjusted to the Federal Home Loan Bank of Boston Rate plus 2.5% and every five years thereafter through December 2029, collateralized by real estate which is subject to a Notice of Federal Interest (see Note 2).	\$ 529,279	\$ 556,504
Note payable to a not-for-profit corporation, payable in monthly installments of \$8,069, including interest at 5.25%, through September 2017, collateralized by real estate which is subject to a Notice of Federal Interest (see Note 2) and all other assets. The note was paid in full during 2016.	-	205,217
Note payable to a local bank, payable in monthly installments of \$1,860, including interest at 4.75%, through January 2019, collateralized by all assets. The note was paid in full during 2016.	-	73,251
Note payable to the New Hampshire Health and Education Facilities Authority, payable in monthly installments of \$1,709, including interest at 1.00%, through July 2016. The note is unsecured.	-	22,093
Variable-rate note payable to a local bank, payable in monthly installments of \$596, including interest at Prime plus 1.5% with a 4% floor, currently at 4.75%, through June 2017, collateralized by all assets of GBMHA and an unlimited corporate guaranty of GCH.	-	12,956
Total long-term debt	<u>529,279</u>	870,021
Less current maturities	<u>27,490</u>	161,740
Long-term debt, less current maturities	<u>\$ 501,789</u>	<u>\$ 708,281</u>

## GOODWIN COMMUNITY HEALTH AND SUBSIDIARY

### Notes to Consolidated Financial Statements

June 30, 2016 and 2015

The Organization is required to meet certain administrative and financial covenants under various loan agreements included above. The Organization is in compliance with all loan covenants at June 30, 2016.

Maturities of long-term debt for the next five years are as follows:

2017	\$	27,490
2018		30,124
2019		31,587
2020		33,120
2021		34,728

#### 5. Patient Service Revenue

Patient service revenue is as follows:

	<u>2016</u>	<u>2015</u>
Medicare	\$ 728,783	\$ 638,547
Medicaid	2,930,718	3,131,251
Third-party payers and private pay	<u>2,240,792</u>	<u>2,131,634</u>
Medical and dental patient service revenue	5,900,293	5,901,432
340B pharmacy revenue	<u>696,710</u>	<u>244,614</u>
Total patient service revenue	<u>\$ 6,597,003</u>	<u>\$ 6,146,046</u>

The Organization has agreements with the Centers for Medicare & Medicaid Services (Medicare) and New Hampshire Medicaid. Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation. Management believes that the Organization is in compliance with all laws and regulations. Compliance with such laws and regulations can be subject to future government review and interpretation, as well as significant regulatory action including fines, penalties and exclusion from the Medicare and Medicaid programs. Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in patient service revenue in the year that such amounts become known.

A summary of the payment arrangements with major third-party payers follows:

# GOODWIN COMMUNITY HEALTH AND SUBSIDIARY

## Notes to Consolidated Financial Statements

June 30, 2016 and 2015

### Medicare

Effective July 1, 2015, the Organization began to be reimbursed for the care of qualified patients on a prospective basis, with retroactive settlements related to vaccine costs only. The prospective payment is based on a geographically adjusted rate determined by federal guidelines. Prior to July 1, 2015, the Organization was reimbursed at specified interim contractual rates during the year. Differences between the Medicare interim contractual rate and the cost of care as defined by the Principles of Reimbursement governing the program were determined and settled on a retrospective basis. Overall, reimbursement was and continues to be subject to a maximum allowable rate per visit. The Organization's Medicare cost reports have been audited by the Medicare administrative contractor through June 30, 2015.

### Medicaid and Other Payers

The Organization also has entered into payment agreements with Medicaid and certain commercial insurance carriers, health maintenance organizations and preferred provider organizations. The basis for payment to the Organization under these agreements includes prospectively-determined rates per visit, discounts from established charges and capitated arrangements for primary care services on a per-member, per-month basis.

The Organization provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates. The Organization estimates the costs associated with providing charity care by calculating the ratio of total cost to total charges, and then multiplying that ratio by the gross uncompensated charges associated with providing care to patients eligible for free care. The estimated cost of providing services to patients under the Organization charity care policy amounted to approximately \$485,000 and \$486,000 for the years ended June 30, 2016 and 2015, respectively.

The Organization is able to provide these services with a component of funds received through local community support and federal and state grants.

### **6. Retirement Plan**

The Organization has a defined contribution plan under Internal Revenue Code Section 401(k) that covers substantially all employees. In 2011, the Organization temporarily suspended the employer match. During 2016, the match was reinstated and contributions amounted to \$22,668.

### **7. WIC Food Vouchers**

The Organization acts as a conduit for the State of New Hampshire's Special Supplemental Food Program for Women, Infants and Children (WIC). This program is funded by the U.S. Department of Agriculture (Code of Federal Domestic Assistance #10.565). The value of food vouchers distributed by the Organization was \$1,463,583 and \$1,570,536 for the years ended June 30, 2016 and 2015, respectively. These amounts are not included in the accompanying consolidated financial statements as they are not part of the contract the Organization has with the State of New Hampshire for the WIC program.

# GOODWIN COMMUNITY HEALTH AND SUBSIDIARY

## Notes to Consolidated Financial Statements

June 30, 2016 and 2015

### 8. Concentration of Risk

The Organization has cash deposits in major financial institutions which exceed federal depository insurance limits. The financial institutions have a strong credit rating and management believes the credit risk related to these deposits is minimal.

The Organization grants credit without collateral to its patients, most of whom are local residents and are insured under third-party payer agreements. At June 30, 2016 and 2015, New Hampshire Medicaid represented 29% and 31%, respectively, and Medicare represented 18% and 9%, respectively, of gross accounts receivable. No other individual payer source exceeded 10% of the gross accounts receivable balance.

### 9. Malpractice Insurance

The Organization is protected from medical malpractice risk as an FQHC under the Federal Tort Claims Act (FTCA). The Organization has additional medical malpractice insurance, on a claims-made basis, for coverage outside the scope of the protection of the FTCA. As of June 30, 2016, there were no known malpractice claims outstanding which, in the opinion of management, will be settled for amounts in excess of both FTCA and insurance coverage, nor are there any unasserted claims or incidents which require loss accrual. The Organization intends to renew the additional medical malpractice insurance coverage on a claims-made basis and anticipates that such coverage will be available.

**SUPPLEMENTARY INFORMATION**

**GOODWIN COMMUNITY HEALTH AND SUBSIDIARY**

**Schedule of Expenditures of Federal Awards**

**Year Ended June 30, 2016**

<u>Federal Grant/Pass-Through Grantor/Program Title</u>	<u>Federal CFDA Number</u>	<u>Pass-Through Contract Number</u>	<u>Total Federal Expenditures</u>
<u>U.S. Department of Health and Human Services</u>			
<i>Direct</i>			
<i>Health Centers Cluster</i>			
Consolidated Health Centers (Community Health Centers, Migrant Health Centers, Health Care for the Homeless, and Public Housing Primary Care)	93.224		\$ 393,954
Affordable Care Act (ACA) Grants for New and Expanded Services Under the Health Center Program	93.527		1,617,615
Affordable Care Act (ACA) Grants for Capital Development in Health Centers	93.526		<u>97,978</u>
Total Health Centers Cluster			2,109,547
<i>Pass-Through</i>			
<i>State of New Hampshire Department of Health and Human Services</i>			
Block Grants for Prevention and Treatment of Substance Abuse	93.959	102-500734 / 49156501	9,129
Block Grants for Prevention and Treatment of Substance Abuse	93.959	102-500730 / 90077021	<u>112,683</u>
Total CFDA 93.959			121,812
Preventive Health and Health Services Block Grant Funded Solely with Prevention and Public Health Funds (PPHF)	93.758	102-500731 / 90072003	20,638
Preventive Health and Health Services Block Grant Funded Solely with Prevention and Public Health Funds (PPHF)	93.758	102-500734 / 49156501	<u>7,750</u>
Total CFDA 93.758			28,388
Centers for Disease Control and Prevention Investigations and Technical Assistance	93.283	102-500731 / 90080081	51,222
<i>Community Health Access Network, Inc.</i>			
Centers for Disease Control and Prevention Investigations and Technical Assistance	93.283	n/a	<u>2,000</u>
Total CFDA 93.283			53,222
<i>State of New Hampshire Department of Health and Human Services</i>			
Temporary Assistance for Needy Families	93.558	502-500891 / 45030203	17,528
Family Planning Services	93.217	102-500734 / 90080203	52,490
Hospital Preparedness Program (HPP) and Public Health Emergency Preparedness (PHEP) Aligned Cooperative Agreements	93.074	102-500734 / 49156501	58,583
Immunization Cooperative Agreements	93.268	102-500731 / 90023010	11,946
Maternal and Child Health Services Block Grant to the States	93.994	102-500731 / 90080400	22,992
<i>Bi-State Primary Care Association</i>			
Cooperative Agreement to Support Navigators in Federally- facilitated and State Partnership Marketplaces	93.332	n/a	<u>49,428</u>
Total U.S. Department of Health and Human Services			2,525,936
<u>United States Department of Agriculture</u>			
<i>Pass-Through</i>			
<i>State of New Hampshire Department of Health and Human Services</i>			
Special Supplemental Nutrition Program for Women, Infants, and Children	10.557	102-500743	<u>487,524</u>
Total Federal Awards, All Programs			<u>\$ 3,013,460</u>

The accompanying notes are an integral part of this schedule.

**GOODWIN COMMUNITY HEALTH AND SUBSIDIARY**

**Notes to Schedule of Expenditures of Federal Awards**

**Year Ended June 30, 2016**

**1. Basis of Presentation**

The schedule of expenditures of federal awards (the Schedule) includes the federal grant activity of Goodwin Community Health and Subsidiary. The information in this schedule is presented in accordance with the requirements of Title 2 *U.S. Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of the Organization, it is not intended to and does not present the financial position, changes in net assets, or cash flows of Goodwin Community Health and Subsidiary.

**2. Summary of Significant Accounting Policies**

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Negative amounts shown on the Schedule represent adjustments or credits made in the normal course of business to amounts reported as expenditures in prior years. Pass-through entity identifying numbers are presented where available. Goodwin Community Health and Subsidiary has elected not to use the 10-percent de minimis indirect cost rate allowed under the Uniform Guidance.



**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER  
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS  
BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED  
IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

Board of Directors  
Goodwin Community Health and Subsidiary

We have audited, in accordance with U.S. generally accepted auditing standards and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the consolidated financial statements of Goodwin Community Health and Subsidiary (the Organization), which comprise the balance sheet as of June 30, 2016, and the related statements of operations and changes in net assets and cash flows for the year then ended, and the related notes to the consolidated financial statements, and have issued our report thereon dated December 13, 2016.

**Internal Control Over Financial Reporting**

In planning and performing our audit of the consolidated financial statements, we considered the Organization's internal control over financial reporting (internal control) to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the consolidated financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's consolidated financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.



Board of Directors  
Goodwin Community Health and Subsidiary

### **Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the Organization's consolidated financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

### **Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

*Berry Dunn McNeil & Parker, LLC*

Manchester, New Hampshire  
December 13, 2016



**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE  
FOR THE MAJOR FEDERAL PROGRAM AND REPORT ON INTERNAL CONTROL  
OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE**

Board of Directors  
Goodwin Community Health and Subsidiary

**Report on Compliance for the Major Federal Program**

We have audited Goodwin Community Health and Subsidiary's (the Organization) compliance with the types of compliance requirements described in the OMB Compliance Supplement that could have a direct and material effect on its major federal program for the year ended June 30, 2016. The Organization's major federal program is identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

***Management's Responsibility***

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

***Auditor's Responsibility***

Our responsibility is to express an opinion on compliance for the Organization's major federal program based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with U.S. generally accepted auditing standards; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 *U.S. Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the Organization's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for the major federal program. However, our audit does not provide a legal determination of the Organization's compliance.

***Opinion on the Major Federal Program***

In our opinion, Goodwin Community Health and Subsidiary complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on its major federal program for the year ended June 30, 2016.

### Report on Internal Control Over Compliance

Management of the Organization is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit, we considered the Organization's internal control over compliance with the types of requirements that could have a direct and material effect on the major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing our opinion on compliance for the major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control over compliance.

*A deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

*Berry Dunn McNeil & Parker, LLC*

Manchester, New Hampshire  
December 13, 2016

**GOODWIN COMMUNITY HEALTH AND SUBSIDIARY**

**Schedule of Findings and Questioned Costs**

**Year Ended June 30, 2016**

**1. Summary of Auditor's Results**

**Financial Statements**

Type of auditor's report issued: Unmodified

Internal control over financial reporting:

Material weakness(es) identified?  Yes  No

Significant deficiency(ies) identified that are not considered to be material weakness(es)?  Yes  None reported

Noncompliance material to financial statements noted?  Yes  No

**Federal Awards**

Internal control over major programs:

Material weakness(es) identified:  Yes  No

Significant deficiency(ies) identified that are not considered to be material weakness(es)?  Yes  None reported

Type of auditor's report issued on compliance for major programs: Unmodified

Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)?  Yes  No

Identification of major programs:

<u>CFDA Number</u>	<u>Name of Federal Program or Cluster</u>
	Health Centers Cluster
93.224	Consolidated Health Centers (Community Health Centers, Migrant Health Centers, Health Care for the Homeless, and Public Housing Primary Care)
93.527	Affordable Care Act (ACA) Grants for New and Expanded Services Under the Health Center Program
93.526	Affordable Care Act (ACA) Grants for Capital Development in Health Centers

Dollar threshold used to distinguish between Type A and Type B programs: \$750,000

Auditee qualified as low-risk auditee?  Yes  No

**GOODWIN COMMUNITY HEALTH AND SUBSIDIARY**  
**Schedule of Findings and Questioned Costs (Concluded)**  
**Year Ended June 30, 2016**

**2. Financial Statement Findings**

None

**3. Federal Award Findings and Questioned Costs**

None



**Goodwin**  
Community Health

**Board of Directors  
Fiscal Year 2017**

<b>Name</b>	<b>Title</b>	<b>Occupation</b>	<b>Consumer</b>
David B. Staples, DDS	Chair	Dentist	x
Valerie Goodwin	Vice-Chair	Business	x
Mark Boulanger	Treasurer	CPA	
Jennifer Glidden	Secretary	DHHS Admin. Supervisor	x
Don Chick	Member	Photographer	x
Whitney Galeucia	Member		x
Lisa Hall	Member	Retired Accountant	
Allyson Hicks	Member	Hospital Finance Director	
Barbara Holstein	Member	Retired	
Abigail Sykas Karoutas	Member	Attorney	
Mathurin Malby, MD	Member	Physician	
Allison Neal	Member	Education Consultant	x
Suzanne Onufry	Member	Retired	x
Yulia Rothenberg	Member	Education Consultant	x
Marissa Scott	Member	Music Therapist	x
Jeffrey Segil, MD	Member	Physician-OB/GYN	

# JANET MARIE LAATSCH

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Professional Health Care Administrator with years of leadership experience  
in operations, finance and development.

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## SUMMARY OF SKILLS

*Budget Development and Management \* Financial projections \* Grant Writing \* Development  
Strategic Planning \* Relationship Building \* Patient Satisfaction  
Quality Improvement \* Provider Recruitment and Retention*

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## PROFESSIONAL EXPERIENCE

Goodwin Community Health, Somersworth, NH –An Innovative Federally Qualified Health Center with an integrated health care model quoted by the Commissioner as the ‘model of the future’ for NH.

- |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |              |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|
| <b>Chief Executive Officer</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 2005-Present |
| <ul style="list-style-type: none"><li>• Created an innovative, affordable health care program for small-medium businesses</li><li>• Created strategic partnerships and collaborative programs with other health care organizations</li><li>• Advanced the Health Center by receiving \$5.8M in grant funding for a new building</li><li>• Merged three locations into one, reduced costs and improved access</li><li>• Secured over \$25M in grant funding since 2001</li><li>• Initiated and integrated behavioral and primary care</li><li>• Realized revenue growth through increased collections</li><li>• Performed ongoing Board development</li><li>• Acquired a for-profit mental health practice</li><li>• Successful recruitment and retention of providers</li><li>• Submitted and awarded NCQA Medical Home, Level III Certification</li><li>• Demonstrated improvements in patient outcomes and satisfaction</li></ul> |              |
| <b>CEO Great Bay Mental Health Associates</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 2012-Present |
| <ul style="list-style-type: none"><li>• Recruited seven new therapist/prescribers</li><li>• Recognized a surplus for the first time in 12 months</li></ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |              |
| <b>Finance Director</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 2003-2005    |
| <ul style="list-style-type: none"><li>• Awarded Federally Qualified Health Center grant in 2004-\$750,000 in perpetuity</li><li>• Additional grant award for \$150,000 to expand into behavioral health</li><li>• Obtained \$450,000 in grants to initiate the oral health program</li><li>• Ended each year with a surplus</li><li>• Successful integration of oral health and primary care</li></ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |              |
| <b>Fund Development</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 2001-2003    |
| <ul style="list-style-type: none"><li>• 80% success rate for grants</li><li>• Successful annual appeals</li></ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |              |
| <b>Grant Writing Services,<br/>N. Hampton, NH<br/>Sole Proprietor</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 1999-2001    |
| <ul style="list-style-type: none"><li>• Successfully wrote and received grants for health care organizations and education</li><li>• Development of a business plan for a local specialist practice.</li></ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |              |

North Shore Medical Center (Partners Health Care) 1998-1999  
Salem, MA  
Consultant for North Shore Community Health Center

- Hired for a year to improve cash flow and operations
- Successfully ended up with a surplus
- Recruitment of a Medical Director, and other providers
- Successful obtained state and federal funding to support the Health Center

Director of Nursing for ambulatory and emergency care 1993-1998

- Co-Chair of the Nursing Quality Improvement Committee
- Increased revenue per visit in the emergency room
- Successfully prepared new clinics for licensure and accreditation
- Community Benefit liaison for the hospital
- Co-Chair of the Community Health Network for the North Shore Hospital
- Obtained several awards from Partners Health Care for Community Leadership

Manager of Intermediate Cardiac Care and Telemetry Unit 1991-1993

- Reduction in length of stay by 1.5 days
- Development of a new 24 hour observation unit for patients with chest pain
- Increased skill level of nursing staff to reduce cardiac care length of stay
- Implementation of new patient care models to reduce the cost of care

Registered Nurse- Various positions as a RN including ICU, ER, Boston Visiting Nurse Assoc. 1981-1991

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**EDUCATION:**

University of New Hampshire: M.B.A. Graduated  
Durham, N.H. Concentration in Finance 1991

Northern Michigan University: B.S.N.  
Marquette, M.I. Minor in Biology 1981

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**VOLUNTEER ACTIVITIES:**

Rochester NH Rotary Member and Past President  
Board member Community Health Access Network  
Board member for Bi-State Primary Care Association  
Past United Way of the Greater Seacoast Board Member

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**LICENSES:**

N.H. Real Estate Broker  
N.H. Nursing License

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**INTERESTS/PERSONAL:**

Running, hiking, reading, leadership development



## Erin E. Ross

### Objective

Obtain a position in Health Care, which will continue to build knowledge and skills from both education and experiences gained.

### Qualifications

Mature, energetic individual possessing management experience, organizational skills, multi-tasking abilities, good work initiative and communicates well with internal and external contacts. Proficient in computer skills.

### Education

September 1998 – May 2002

**Bachelor of Science in Health Management & Policy**  
University of New Hampshire  
Durham, New Hampshire 03824

### Related Experience

July 2011 – Present

**Chief Financial Officer**  
Goodwin Community Health

- Responsible for financial oversight of center to include supervision of accountant, bookkeeper, billing department and all clinical administrative staff.
- Assist Executive Director in budgeting process each fiscal year for center.
- Generate and assist with financial aspects of all center grants received.
- Complete on an as needed basis finance analysis's of various agency programs.
- Participate in agency fiscal audit at the end of each fiscal year.
- Member of Board of Directors level Finance Committee

August 2006 – June 2011

**Service Expansion Director**  
Avis Goodwin Community Health Center

- Responsible for the overall function of the Winter St location of Avis Goodwin Community Health Center.
- Maintain all clinical equipment and order all necessary supplies.
- Coordinate the scheduling of all clinical and administrative staff in the office.
- Assist with the continued integration of dental services and now mental health services to existing primary care services.
- Assist with the integration of private OB/GYN practice into Avis Goodwin Community Health Center.
- Organize patient outcome data collection and quality improvement measures to monitor multiple aspects and assure sustainability for Avis Goodwin Community Health Center.

January 2005 – August 2006

**Site Manager, Dover Location & Front Office Manager**  
Avis Goodwin Community Health Center

- Responsible for the overall function of the Dover location of Avis Goodwin Community Health Center.
- Maintain all clinical equipment and order all necessary supplies.
- Assist with the continued integration of dental services and now mental health services to existing primary care services.
- Coordinate the scheduling of all clinical and administrative staff in the office.
- Organize patient outcome data collection and quality improvement measures to monitor multiple aspects and assure sustainability for Avis Goodwin Community Health Center.
- Supervise, hire and evaluate front office staff of both Avis Goodwin Community Health Center locations.
- Develop and implement policies and procedures for the smooth functioning of the front office.

May 2004 – January 2010

**Dental Coordinator**  
Avis Goodwin Community Health Center

- Supervise, hire and evaluate dental staff, including Dental Assistant and Hygienists.
- Acted as general contractor during construction and renovation of existing facility for 4 dental exam rooms.
- Responsible for the operations of the dental center, development of educational programs for providers and staff and supervision of the school-based dental program.
- Developed policy and procedure manual, including OSHA and Infection Control protocols.
- Organize patient outcome data collection and quality improvement measures to monitor dental program and assure sustainability.
- Maintain all dental equipment and order all dental supplies.
- Coordinate grant fund requirements to multiple agencies on a quarterly basis.

- Oversee all aspects of billing for dental services, including training existing billing department staff.

July 2003 – May 2004

**Administrative Assistant to Medical Director**

Avis Goodwin Community Health Center

- Assist with Quality Improvement program by attending all meetings, generating monthly minutes documenting all aspects of the agenda and reporting quarterly data followed by the agency.
- Generate a monthly report reflecting provider productivity including number patients seen by each provider and no show and cancellation rates of appointments.
- Served as a liaison between patients and Chief Financial Officer to effectively handle all patient concerns and compliments.
- Established and re-created various forms and worksheets used by many departments.

December 2002 – May 2004

**Billing Associate**

Avis Goodwin Community Health Center

- Organize and respond to correspondence, rejections and payments from multiple insurance companies.
- Created an Insurance Manual for Front Office Staff and Intake Specialists as an aide to educate patients on their insurance.
- Responsible for credentialing and Re-credentialing of providers, including physicians, nurse practitioners and physician assistants, within the agency and to multiple insurance companies.
- Apply knowledge of computer skills, including Microsoft Office, Logician, PCN and Centricity.
- Designed a statement to generate from an existing Microsoft Access database for patients on payment plans to receive monthly statements.
- Assist Front Office Staff during times of planned and unexpected staffing shortages.

June 2002 - December 2002

**Billing Associate**

Automated Medical Systems

Salem, New Hampshire 03079

- Communicate insurance benefits and explain payments and rejections to patients about their accounts.
- Responsible for organizing and responding to correspondence received for multiple doctor offices.
- Determine effective ways for rejected insurance claims to get paid through communicating with insurance companies and patients.
- Apply knowledge of computer skills, including Microsoft Office, Accuterm and Docstar.

## Work Experience

October 1998 – May 2002

**Building Manager**

Memorial Union Building – UNH

Durham, New Hampshire 03824

- Recognized as a Supervisor, May 2001-May 2002.
- Supervised Building Manager and Information Center staff.
- Responsible for managing and documenting department monetary transactions.
- Organized and led employee meetings on a weekly basis.
- Established policies and procedures for smooth functioning of daily events.
- Oversaw daily operations of student union building, including meetings and campus events.
- Served as a liaison between the University of New Hampshire, students, faculty and community.
- Organized and maintained a weekly list of rental properties available for students.
- Developed and administered new ideas for increased customer service efficiency.

## References

Available upon request

## Cathleen B. Smith

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### EDUCATION:

St. Joseph's College of Maine, Masters of Science in Nursing in Administration-expected completion July 2017  
Assumption College, Worcester, MA (1994), Bachelor of Science in Liberal Studies (cum laude)  
Great Bay Community College, Stratham, NH (2010), Associate in Science, Nursing Program (cum laude)  
Becker College, Worcester, MA (1990), Associate in Science, Paralegal Studies

### LICENSING/CERTIFICATIONS/AWARDS:

- RN for State of NH expires Aug. 2017
- Basic Life Support for Healthcare Provider and AHA BLS Instructor expires Apr. 2018
- Certificate in Medication Safety Essentials from Purdue University College of Pharmacy
- New Hampshire Nursing Association 2013 Nominee for Award in Professional Advancement

### MEDICAL EXPERIENCE:

*Goodwin Community Health, Somersworth, NH* (Jan. 2014-present)

Director of QI and Population Health (Aug. 2016-present)

- Manage and collaborate with Clinical Nurse Mgr., Care Coordination Mgr. and Data Analyst to help achieve strategic goals and enhance clinical operations/programs.
- Oversee agency's Quality Management program and help to build a reputation of excellence while pursuing the Triple Aim.
- Facilitate implementation of new programs/services resulting from grants and/or changes to federal and state requirements.
- Oversee the development and maintenance of written policies and procedures in collaboration with providers and staff to guide daily operations. Oversee agency staff training as co-chair for Staff Training Committee.
- Participate in committees such as Risk Management, Strategic Planning, Customer Service, CHAN User Group.

Manager of Population Health Analytics (Oct. 2015-Aug. 2016)

- Designed and maintained a system that identifies high risk/high utilization patients and established clinical pathways
- Oversaw incentives awarded to insurance carriers and increased incentive payments.
- Managed Data Analyst while ensuring business receives optimal revenue from insurance company incentives relating to quality measures and care coordination.
- Maintained CQI dashboard and performed PDSA cycles to improve patient outcomes and performance measures.

Nurse Quality Improvement Manager (Jan. 2014-Oct. 2015)

- Manage Data Analyst and Community Health Worker while ensuring business receives optimal revenue from insurance company incentives relating to quality measures and care coordination.
- Responsible for redesign of Quality Improvement dashboard, providing reports to the Board of Directors, reviewing monthly QI reports, analyzing the data, performing quality audits, identifying and resolving data issues and demonstrating requirements of regulatory agencies, professional standard and managed care organizations are met. Demonstrated improvement in several quality measures in just seven months.
- Perform comprehensive case management and care coordination for chronically ill and high utilizing patients to improve customer care and cost per patient ratios. Increased compliance in asthma patients by 9%.
- Develop and implement strategies and best practices for care coordination in support of strategic goals, clinical operations and clinical programs to support quality initiatives and improved customer service.
- Demonstrate leadership abilities by engaging the care team of providers, nurse care managers and medical assistants in the process of quality improvement by establishing "Champions" for quality indicators to identify gaps in a process and help foster a culture of continuous improvement.
- Write, revise, and organize policies and procedures in accordance with best practices and supporting patient centered medical home model of care and responsible for all staff training and building competencies to enhance job descriptions and accountability.
- Handle complaints for organization while looking for areas of opportunity to improve customer satisfaction.
- Assisted in redesign of office workflow to improve care management opportunities resulting in increased productivity. Familiar with Lean and Six Sigma methodology.

- Active participant in Screening and Brief Intervention Referral to Treatment task force and Behavioral Health Expansion task force to ensure integrated behavioral health to all patients, including adolescent and prenatal population.
- Project lead for various quality improvement grants, such as Million Hearts, with demonstrated areas of improvement.
- Member of Continuous Quality Improvement Committee, Customer Service Committee, Safety Committee and Compliance Committee.

*Community Health Access Network, Newmarket, NH*

Data Analyst (Oct. 2015-July 2016)

- Analyzed Crystal Reports and Clinical Quality Reports for accuracy.

*Wentworth-Douglass Hospital, Dover, NH*

Staff Nurse-RN3 (July 2010-May 2014)

- Provided care and promoted optimum outcomes for medical surgical patients while supporting Joint Commission's National Patient Safety Goals.
- Specialized competency in cardiac telemetry monitoring and caring for stroke patients.
- Educated and counseled patients/families regarding health, medication regimen, treatment, exercise, smoking cessation, nutrition, stress management and healthy lifestyle behaviors.
- Worked collaboratively with physicians and other hospital staff to achieve optimum patient care.

- Functioned as resource nurse facilitating hourly rounds, physician rounds and multi-disciplinary rounds, assigned beds for admissions and transfers, oriented new staff, communicated with admission liaison and nursing supervisors and supported care plans and nurse sensitive indicator initiatives while maintaining a calm, caring and positive environment to a 32 bed unit.
- Schedule Coordinator of nursing unit for 30+ nurses, which involved organizing shifts based on need, updating schedule based on personnel changes, record keeping for personnel files.

#### Clinical Risk Manager (Per Diem Oct. 2013-Jan. 2014)

- Filled in for Clinical Risk Manager during department transition.
- Reviewed hospital and multi practice occurrences for potential risk.
- Ensured compliance with legislation and corporate policies and assisted with policy change.
- Maintained a facility-wide incident reporting system. Familiar with NextGen, Soarian, Midas, Excel and Word

#### Clinical Practice Innovation Teams:

- Medication Task Force-Trained and educated staff of the importance of medication reconciliation and compliance with the Joint Commission's 2012 National Patient Safety Goal. Conducted chart audits and reinforced education with staff.
- Fall Prevention Lean Six Sigma Project-Followed through on action plans and assisted with data collection to help prevent falls with injury as part of Joint Commission's National Patient Safety Goals. Implemented new policies and procedures based on the team's recommendations on two inpatient floors and educated staff.
- Collaborative Practice Committee-Improved patient outcomes, assured reliable delivery of evidence based care and established and implemented care protocols and models. Played active role in developing a new policy regarding insertion and removal of indwelling urinary catheters, resulting in a nurse driven protocol. Provided presentation to all inpatient staff regarding early warning signs of patient deterioration.
- Co-chaired Unit Based Practice Council Committee-Developed and implemented "Roles of the Resource Nurse" for new nursing unit.

### **ADDITIONAL EXPERIENCE**

*Sun Life Financial, Wellesley Hills, MA (Feb. 1994-Oct.1997 and Sept. 2000-July 2001)*

#### Account Executive for Small Group Unit

- Chosen as core team member to start up small business unit and developed workflow for new product group.
- Performed contract review for Life, Short and Long Term Disability sales for small business groups.
- Knowledge of and experience with applying Group Benefits policies/practices and interpreting contracts/benefit provisions, as well as general knowledge of Group Benefits.
- Prepared and performed training presentations to sales force.
- Reviewed applicant's medical history as it related to evidence of insurability.
- Team leader for process improvement projects.

#### Sr. Claims Examiner, Group Long Term Disability

- Managed high volume disability claims accurately and timely while administering quality customer service.
- Communicated with claimants, medical/legal professionals, claims staff and others to assess disability status and approved or denied liability on claims as defined by the contract.
- Efficiently responded to written and telephonic inquires regarding status of disability claims.

*Liberty Mutual, Dover, NH (Jan. 1998-Aug. 1998)*

#### Underwriter, Life and Disability Unit

- Underwrote Life, Short and Long Disability for large business groups.
- Reviewed Life and Disability contracts and provided technical support to internal departments and sales force.

*Shannon, Ford & Peters, Worcester, MA (June 1990-Feb. 1994)*

#### Paralegal

- Focused on personal injury, workers' compensation and general liability claims.

## CIRRICULUM VITAE

Kevin Benjamin Zent, MD  
Family Practice with OB

Associate Chief Medical Officer- Goodwin Community Health	2/2015-Present
Family Practice with OB - Goodwin Community Health (FQHC)	7/2011-Present
Family Practice with OB - Greenfield Family Practice (FQHC) Greenfield, OH	2006-7/2011
Delivery privileges/neontatal privileges at Fayette County Memorial Hospital - Washington Courthouse, OH 25-30 deliveries/year - no C/S	2006-7/2010
Adult admitting privileges at Greenfield Area Medical Center Greenfield, OH	2006-2011

### EDUCATION

Residency	2003-2006
University of Cincinnati/The Christ Hospital Family Medicine/International Health Residency Cincinnati, OH	
Medical School	1999-2003
University of Louisville School of Medicine Louisville, KY	
Undergraduate	1995-1999
Asbury College - B.S. in History Wilmore, KY	

### HONORS AND AWARDS

Residency	
Stagaman Intern of the Year Award	2004
Medical School	
Magna Cum Laude	2003
Alpha Omega Alpha	2002
Who's Who	2003
Kentucky Academy of Family Physicians Award	2003
Joseph Collins Foundation Award	2001-2003

Loman C. Trover Rural Scholar	1999-2003
Undergraduate	
Magna Cum Laude	1999
Who's Who	1999
Robert C. Byrd Scholarship	1995-1999
Rotary Club Scholarship	1995-1996

#### RESEARCH

"The Use of Advance Directives in an Elderly Population." University of Louisville	2000
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#### MEDICAL ORGANIZATIONS/CERTIFICATIONS

Board Certified - American Board of Family Physicians	2006-2013
American Academy of Family Physicians	2000-2011
Ohio Academy of Family Physicians	2006-2011
Alpha Omega Alpha	2002-2006
American Medical Association	2002-

#### COMMUNITY SERVICE

Member and elder, First Presbyterian Church Greenfield	2007-2011
Soccer coach - Greenfield YAS	2009-2010
High School Sunday school teacher/group leader	2006-2011
Honduras brigade team leader - residency	2005
Honduras brigade team member - residency	2004

#### OTHER INTERESTS

Spending time with family - wife Autumn and kids, reading, string bass and guitar, backpacking, soccer, bluegrass music, involvement at church

## **Susan M. Gordon**

### **OBJECTIVE:**

*Experienced, licensed, clinical social worker and substance misuse counselor, working in integrated health care in a primary care setting, seeking administrative position.*

### **EDUCATIONAL BACKGROUND**

Master Licensed Alcohol and Drug Counselor, NH #875,  
1/2012

Independent Clinical Social Worker, NH #1675, 9/1/2012

Bachelor of Arts in Social Work, Cum Laude, UNH, 5/2008

Master in Social Work, Advanced Standing, UNH, 5/2010

### **PROFESSIONAL EXPERIENCE**

MSW Advanced Clinical Work - 2009 - 2010 / ACT (Assertive Community Treatment) in Child, Adolescent and Adult ACT Programs at Counseling Services Inc., Kittery, ME

- Provided 1: 1 clinical and therapeutic interventions for individuals and families needing mental health and crisis stabilization, in home, school and office settings
- Collaborated with clients to formulate their treatment plan goals
- Provided a valuable link to community resources for individuals and their families
- Worked as part of an clinical team with a comprehensive approach to mental health services

Krempels Brain- Injury Foundation in Portsmouth, NH, BSW intern, 2007-2008

- Facilitated support groups for survivors of traumatic brain injury and their caregivers
- Provided 1: 1 support and case management services to survivors of TBI and their families
- Worked closely with other professionals as part of an interdisciplinary approach to treating survivors of TBI
- Reviewed grant applications to insure that criteria for funding approval was met
- Advocated for TBI survivors and their families on a community level

Crossroads House Shelter for the Homeless, Portsmouth, NH, BSW Intern, 1997

- Conducted intake interviews and assessments of individuals and families in need of emergency shelter
- Provided support and guidance to individuals and families in crisis and assisted them in their transition process

### **ADMINISTRATIVE AND TEACHING EXPERIENCE**

Adjunct Faculty, SW Practice 830 Social Work – University of New Hampshire, Fall 2015

Develop, coordinate, implement, and facilitate weekly lectures, assignments, and classroom



## **PROFESSIONAL WORK EXPERIENCE**

**Behavioral Health Therapist – Goodwin Community Health Center, Somersworth, NH,  
10/2013-present**

- Collaborate with other health care staff on patient treatment plans
- Participate in design and implementation of integrated health care protocols
- Complete clinical documentation
- Attend and participate in meetings as deemed necessary
- Consult with other staff re: patient mental health needs
- Participate in and conduct educational in-service trainings
- Assess patient needs for community resources
- Focus on methods and skills dealing with patient's mental health issues

**Therapist in Integrated Care at Wentworth Health Partners, Dover, NH 5/2014-10/2014  
(contract between GBMHA and WDH)**

- Conducted intake assessments
- Provided individual, couples and family therapy
- Participated in clinical peer supervision
- Provide Licensed Alcohol and Drug Assessments
- Collaborated with providers and other community professional regarding patient care

**Outpatient Therapist - Great Bay Mental Health Associates, Somersworth, NH, 8/2013 –  
10/2014**

- Conducted intake assessments
- Provided individual, couples and family therapy
- Participated in clinical peer supervision
- Provide Licensed Alcohol and Drug Assessments
- Collaborated with other community professionals about patient care

**Therapist in Intensive Outpatient Program for Co-occurring Substance Abuse and Mental  
Health Disorders at Families in Transition in Manchester, NH 5/2010-8/2013**

- Facilitated weekly treatment groups for women with co-occurring mental health and Substance misuse disorders
- Provided individual therapy services to individuals in the intensive outpatient program
- Facilitated personal assessment interviews for incoming participants
- Provided crisis assessment and intervention
- Facilitated access to community social services and resources
- Supervised Master level interns
- Documented progress notes, collateral contacts, intakes, incident reports and referrals
- Facilitated and participated in team meetings
- Provided after hours emergency pagers coverages for clients in crisis

**Social Worker at Exeter on Hampton Rehab and Long Term Care Facility in Exeter, NH  
5/2008 -8/2009**

- **Conducted biopsychosocial assessments**
- **Designed and implemented psychosocial plan of care for patients and residents**
- **Documented psychosocial assessments for Medicaid/Medicare purposes**
- **Assisted with discharge planning and long term care transitioning**
- **Worked as part of a cohesive multidisciplinary, clinical team**
- **Facilitated Care Plan meetings involving patients, family members and interdisciplinary team**

**Public Safety Dispatcher, Dover Police Department, Dover, NH 1/1984-8/2007**

- **Provided exceptional service in public safety communications for police and fire agencies**
- **Projected a calm, confident demeanor under stressful circumstances**
- **Accurately processed difficult situations and provided the proper course of action**
- **Demonstrated the emotional maturity and stability to work in a highly responsible environment**

**AWARDS:**

**Awarded Dover Police Department's Employee of the Year award for exceptional service**

# Kevin J. O'Connell

## EDUCATION

Lesley University Graduate School, Cambridge, MA  
**M.A. in Counseling Psychology**

The University of Connecticut, Storrs, CT  
**B.A. in Communications**

## PROFESSIONAL CREDENTIALS

**Licensed Clinical Mental Health Counselor (LCMHC)**  
The State of New Hampshire Board of Mental Health Practice

**Licensed Mental Health Counselor (LMHC)**  
The Massachusetts Board of Allied Health Professionals

**Master Licensed Alcohol and Drug Counselor (MLADC)**  
The State of New Hampshire Board of Alcohol & Other Drug Professional Practice

**Advanced Certified Alcohol and Drug Abuse Counselor (CADAC II)**  
The Massachusetts Board of Alcohol and Substance Abuse Counselor Certification, Inc.

**Certified Addiction Specialist (CAS)**  
The American Academy of Health Care Professionals in the Addictive Disorders

**Licensed Alcohol and Drug Counselor I (LADC I)**  
Commonwealth of Massachusetts, Department of Public Health, Bureau of Substance Abuse Services

**Internationally Certified Alcohol and Drug Counselor (ICAADC)**  
International Certification & Reciprocity Consortium

## WORK EXPERIENCE

### HUMAN SERVICE, MENTAL HEALTH & LEADERSHIP EXPERIENCE

**MLADC Co-located Substance Abuse Consultant** (part of private practice-contract work) Apr. 2001- Present  
Department of Children, Youth, and Families, Southern District Office, Nashua, NH

Provide screening, assessment, counseling, referral, and consultation services to families involved with New Hampshire's Child Protection Services. Provide regular consultation, and formal training to DCYF staff, CASA workers, and Domestic Violence Specialist regarding the impact of substance abuse on current and future safety of children in homes. Worked closely with supervisors as a team member of the. Received ongoing supervision and consultation from a primary author of the American Society of Addiction Medicine Patient Placement Criteria, David Mee-Lee, MD

**Licensed Professional Counselor in Private Practice** July 1998-Present  
127 Water Street, Exeter, NH and Millhouse Counseling Center, Dover (Closed Dover site in 2009)

Provide individuals, couples and family counseling services and referrals. Counseling services are philosophically grounded in a well-integrated holistic approach designed to empower individuals and families to take control of their lives. Interventions are designed to improve quality of life by helping individuals and families to increase their awareness, health, wellbeing, self-acceptance, and life satisfaction.

**Adjunct Professor/ Instructor**  
Hesser College, Manchester, NH

Fall Semester 08

Provided college level instruction to students enrolled in Theories of Psychology Course. Emphasis was placed on helping students integrate the theories into a comprehensive understanding of human growth and development from a variety of perspectives.

**Outpatient Manager, LCHC Addiction Treatment Services**  
Lowell Community Health Center, Lowell, MA

Nov 99-July 00

Provided detailed personnel and service delivery budget to director and funding agencies. Worked closely with director to insure the delivery of quality treatment services. Managed the outpatient DWI aftercare program. Provided supervision to clinical staff. Provided direct psychotherapy, counseling, and education to individuals and families.

**Clinical Director, LCHC Community Health Initiatives**  
Lowell Community Health Center, Lowell, MA

July 1997-Nov 99

Provided clinical leadership and direction to both inpatient and outpatient clinical and direct service staff. Supervised and monitored counselor intern program.

**Director, The Structured Outpatient Addiction Program**  
Lowell Community Health Center, Lowell, MA

June 1995-July 97

Designed, implemented, managed and marketed a short-term, intensive outpatient day treatment program. Developed comprehensive operations budget. Created accurate program revenue projections.

**Substance Abuse Clinician/Driver Awareness Education Group Facilitator**

Mar 1994 - Mar96

Boston Alcohol and Substance Abuse Programs, Boston, MA

**Substance Abuse Clinician**

Feb. 1995-June 95

Adcare Hospital, Inc., Worcester, MA

**Substance Abuse Clinician**

Aug. 1994-Feb. 95

Roxbury Comprehensive MAT Program, Jamaica Plain, MA

**Substance Abuse Clinician/DAE Coordinator**

June1993-Aug. 94

Peaceful Movement Committee, Inc., Dorchester, MA

**Counselor Intern**

Sept. 1992-May 93

University of Massachusetts, Lowell, MA

**Mental Health Specialist/Counseling Practicum Site**

July 1990-July 92

McLean Hospital, Belmont, MA

**Instructional Supervisor**

Jan. 1980-Apr. 80

Benhaven School for Autistic and Neurologically Impaired Adolescents, New Haven, CT

## MANAGEMENT EXPERIENCE

**Inventory Control Manager**

1989-90

Nonantum Home Center, Watertown, MA

**Company Owner/ Manager**

1986-90

O'Connell Remodeling, Watertown, MA

**Product Manager**

1988-89

Moynihan Lumber, North Reading, MA

**Branch Manager**

1985-86

Medical Resources, Newton, MA

Career transition period, relocated to Boston, MA, and engaged in employment search.

Feb 1984-Jan 85

**Convention Service Manager**

Conference Management Corporation, Norwalk, CT.

1980-84

## KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Vendor Name: Goodwin Community Health

Name of Program/Service: SUD Treatment and Recovery Support Contract

BUDGET PERIOD:			
Name & Title Key Administrative Personnel	Annual Salary of Key Administrative Personnel	Percentage of Salary Paid by Contract	Total Salary Amount Paid by Contract
Janet Laatsch, CEO	\$155,272	0.00%	\$0.00
Erin Ross, CFO	\$103,522	0.00%	\$0.00
Cathleen Smith, Director of Quality Improvement	\$89,024	0.00%	\$0.00
Kevin Zent, Associate Medical Director	\$195,125	10.00%	\$19,512.48
Susan Gordon, Director of Behavioral Health	\$93,163	0.00%	\$0.00
Kevin O'Connell, IOP Manager	\$79,914	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)</b>			<b>\$19,512.48</b>

Key Administrative Personnel are top-level agency leadership (Executive Director, CEO, CFO, etc.). These personnel **MUST** be listed, even if no salary is paid from the contract. Provide their name, title, annual salary and percentage of annual salary paid from the agreement.



25 mac

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF BEHAVIORAL HEALTH

Jeffrey A. Meyers  
Commissioner

Katja S. Fox  
Director

129 PLEASANT STREET, CONCORD, NH 03301  
603-271-9422 1-800-852-3345 Ext. 9422  
Fax: 603-271-8431 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

4/29/16  
#25

June 16, 2016

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

1. Authorize the Department of Health and Human Services, Bureau of Drug and Alcohol Services, to enter into amendments to existing Agreements with the Vendors listed below, except for Tri-County Community Action Program, Inc., to increase the service rates. The service rates' increase will raise compensation for direct services staff and modify supervision requirements, effective upon the date of Governor and Executive Council approval.
2. Authorize the Department of Health and Human Services, Bureau of Drug and Alcohol Services, to enter into an Amendment with South Eastern New Hampshire Alcohol and Drug Abuse Services, 272 County Farm Road, Dover, NH, 03820, to expand the types of substance use disorder treatment services being offered to clients by adding partial hospitalization services, transitional living services, and withdrawal management services, effective upon the date of Governor and Executive Council approval.

There are no changes to the Agreements' combined price limitation of \$12, 032,600 and no changes to the completion dates of June 30, 2017. The original contracts were approved by Governor and Executive Council on March 23, 2016 (Item #6), except for contract with Goodwin Community Health which was approved on June 1, 2016 (Item #12). An amendment for Tri-County Community Action was approved by Governor and Executive Council on June 15, 2016 (Late Item #A1). The sources of funds for these actions are as follows: 64.5% Federal, 21.5% General, and 14% Other Funds.

Summary of Contract Vendors by Amounts:

Vendor	Current Budgeted Amount	Increase /Decrease Amount	Revised Budget Amount
Concord Hospital, Inc. Concord	\$72,700	\$0	\$72,700
Families First of the Greater Seacoast, Portsmouth	\$35,900	\$0	\$35,900
Families in Transition, Manchester	\$357,600	\$0	\$357,600
Goodwin Community Health	\$489,500	\$0	\$489,500
Grafton County Department of Corrections, North Haverhill	\$95,300	\$0	\$95,300
Greater Nashua Council on Alcoholism, Inc., Nashua	\$3,734,500	\$0	\$3,734,500
HALO Educational Systems, Canaan	\$678,400	\$0	\$678,400
Headrest, Inc., Lebanon	\$453,700	\$0	\$453,700
Horizons Counseling Center, Inc., Gilford	\$239,900	\$0	\$239,900
Manchester Alcoholism Rehabilitation Center, Manchester	\$643,300	\$0	\$643,300
National Council on Alcoholism and Drug Dependency/Greater Manchester, Manchester	\$1,715,000	\$0	\$1,715,000
Phoenix Houses of New England, Providence Rhode	\$1,497,600	\$0	\$1,497,600

<b>Vendor</b>	<b>Current Budgeted Amount</b>	<b>Increase /Decrease Amount</b>	<b>Revised Budget Amount</b>
Island			
South Eastern New Hampshire Alcohol and Drug Abuse Services, Dover	\$1,455,800	\$0	\$1,455,800
Tri-County Community Action Program, Inc. Berlin	\$460,000	\$0	\$460,400
The Youth Council, Nashua	\$103,000	\$0	\$103,000
<b>Total</b>	<b>\$12,032,600</b>	<b>\$0</b>	<b>\$12,032,600</b>

Funds to support this request are available in State Fiscal Years 2016 and 2017 in the following accounts, with the authority to adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, without approval of the Governor and Executive Council.

**Please see attached financial details.**

**EXPLANATION**

The attached amendments represent the final fourteen (14) of a total of fifteen (15) amendments with a total combined price limitation of \$12,032,600. On June 15, 2016 (Late Item #A1), Governor and Executive Council approved an amendment with Tri-County Community Action Program, Inc. to allow the Contractor to be reimbursed for services at increased rates, to modify the personnel supervision, and to provide planning activities for new construction or renovations for residential substance use disorder treatment services.

The current substance use disorders treatment workforce in New Hampshire is inadequate to meet the needs of individuals, families and communities across the state. Many factors contribute to this workforce shortage; two factors are low compensation and an insufficient pool of qualified supervisors.

Approval of these fourteen (14) Amendments will allow the Contractors to be reimbursed for services at increased rates and modify the personnel supervision requirements. The higher rates will increase the compensation for direct service staff providing substance use disorder treatment and recovery support services to clients. In addition, these Amendments allow the Contractor's qualified supervisors to provide clinical supervision to a larger number of clinicians to better leverage the available pool of qualified supervisors.

Approval of South Eastern New Hampshire Services' Amendment will allow the Contractor to expand the array of substance use disorder treatment services available in the greater Dover area. The Contractor will add partial hospitalization services, transitional living services, and withdrawal management to their scope of services. Historically, this array has been somewhat limited; however, changes within the organization have led to a request to expand the available service array to include services that are critically needed in the area.

The Department is not seeking an increase to the price limitations to these Agreements because the Contractors have been billing other public and private insurance sources as more and more New Hampshire citizens have health insurance that covers these services. The Contractors' seek reimbursement from the Department for only those services that are not covered by any public or private insurance. Not increasing the price limitation allows the Department to utilize available funding for other types of services such as substance misuse prevention, early intervention and recovery support services. The Department will monitor the utilization and spending of the Contractors. If needed, the Department will submit future amendments to increase the Agreements' price limitations to ensure services are available to citizens of New Hampshire.

These amendments are part of the Department's overall strategy to respond to the opioid epidemic that continues to negatively impact New Hampshire's individuals, families, and communities as well as to respond to other types of substance use disorders. In 2014 there were 326 drug overdose

deaths in New Hampshire, in 2015 there were 431. This number is expected to increase as cases are still pending analysis.

These contractors were selected through a competitive bid process.

The Department will monitor the performance of the Vendors by reviewing monthly reports such as the number of clients admitted to and discharged from the substance use disorder treatment programs and post-discharge follow up, quarterly usage of the number of clients and services being provided by the Contractors, completing site visits, and reviewing client records. In addition, the Department is piloting a Quality Monitoring and Improvement Plan to manage the performance of these contracts.

The Contract for Greater Nashua Council on Alcoholism, Inc. includes language in Exhibit B, Paragraph 8.4 that allows the Department to amend the contract by adjusting amounts between budget line items for statewide Crisis Services, within the price limitation, upon written agreement of both parties without Governor and Executive Council approval, if needed and justified.

The attached Contracts include language that reserves the right to renew each contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of contracted services and Governor and Executive Council approval.

Should the Governor and Executive Council determine to not authorize this Request; the additional critical components in the Department's workforce development to provide substance use disorder services would not be addressed, which could result in exacerbating workforce attrition and shortages.

Area served: Statewide.

Source of Funds: 64.50% Federal Funds from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, CFDA #93.959, Federal Award Identification Number TI010035-15, and 21.5% General Funds, and 14% Other Funds from the Governor's Commission on Alcohol and Other Drug Abuse Prevention, Intervention and Treatment.

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Katja S. Fox  
Director

Approved by:



Jeffery A. Meyers  
Commissioner



Attachment A  
Financial Details

05-95-49-491510-2989 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF COMM  
BASED CARE SVC, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS

Concord Hospital, Inc (Vendor #177653 B014)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$1,745	\$0	\$1,745
2017	102-500734	Contracts for Prog Svc	\$8,724	\$0	\$8,724
<b>Sub-total</b>			<b>\$10,469</b>	<b>\$0</b>	<b>\$10,469</b>

Families First of the Greater Seacoast (Vendor #166629 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$382	\$0	\$382
2017	102-500734	Contracts for Prog Svc	\$2,003	\$0	\$2,003
<b>Sub-total</b>			<b>\$2,385</b>	<b>\$0</b>	<b>\$2,385</b>

Goodwin Community Health (Vendor #156668 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$11,748	\$0	\$11,748
2017	102-500734	Contracts for Prog Svc	\$61,677	\$0	\$61,677
<b>Sub-total</b>			<b>\$73,425</b>	<b>\$0</b>	<b>\$73,425</b>

County of Grafton (Vendor #177397 B003)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$2,287	\$0	\$2,287
2017	102-500734	Contracts for Prog Svc	\$12,008	\$0	\$12,008
<b>Sub-total</b>			<b>\$14,295</b>	<b>\$0</b>	<b>\$14,295</b>

Attachment A  
Financial Details

Greater Nashua Council on Alcoholism (Vendor #166574 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$89,628	\$0	\$89,628
2017	102-500734	Contracts for Prog Svc	\$470,547	\$0	\$470,547
<b>Sub-total</b>			<b>\$560,175</b>	<b>\$0</b>	<b>\$560,175</b>

HALO Ed Systems (Vendor #230732 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$16,282	\$0	\$16,282
2017	102-500734	Contracts for Prog Svc	\$85,478	\$0	\$85,478
<b>Sub-total</b>			<b>\$101,760</b>	<b>\$0</b>	<b>\$101,760</b>

Headrest, Inc (Vendor #175226 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$10,889	\$0	\$10,889
2017	102-500734	Contracts for Prog Svc	\$57,166	\$0	\$57,166
<b>Sub-total</b>			<b>\$68,055</b>	<b>\$0</b>	<b>\$68,055</b>

Horizons Counseling Center, Inc (Vendor #156808 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$5,758	\$0	\$5,758
2017	102-500734	Contracts for Prog Svc	\$30,227	\$0	\$30,227
<b>Sub-total</b>			<b>\$35,985</b>	<b>\$0</b>	<b>\$35,985</b>

Attachment A  
Financial Details

Manchester Alcoholism Rehabilitation Center (Vendor #177204 B005)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$15,439	\$0	\$15,439
2017	102-500734	Contracts for Prog Svc	\$81,056	\$0	\$81,056
<b>Sub-total</b>			\$96,495	\$0	\$96,495

National Council on Alcoholism and Drug Abuse Services (Vendor #177265 R001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$34,296	\$0	\$34,296
2017	102-500734	Contracts for Prog Svc	\$180,054	\$0	\$180,054
<b>Sub-total</b>			\$214,350	\$0	\$214,350

Phoenix Houses of New England, Inc. (Vendor #177589 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$35,942	\$0	\$35,942
2017	102-500734	Contracts for Prog Svc	\$188,698	\$0	\$188,698
<b>Sub-total</b>			\$224,640	\$0	\$224,640

Southeastern New Hampshire Alcohol and Drug Abuse Services (Vendor #155292 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$34,939	\$0	\$34,939
2017	102-500734	Contracts for Prog Svc	\$183,431	\$0	\$183,431
<b>Sub-total</b>			\$218,370	\$0	\$218,370

Attachment A  
Financial Details

Tri-County Community Action Programs, Inc (Vendor #177195 B009)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$8,842	\$0	\$8,842
2017	102-500734	Contracts for Prog Svc	\$46,418	\$0	\$46,418
<b>Sub-total</b>			<b>\$55,260</b>	<b>\$0</b>	<b>\$55,260</b>

The Youth Council (Vendor #154886 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$2,215	\$0	\$2,215
2017	102-500734	Contracts for Prog Svc	\$11,630	\$0	\$11,630
<b>Sub-total</b>			<b>\$13,845</b>	<b>\$0</b>	<b>\$13,845</b>
<b>Total Gov. Comm</b>			<b><u>\$1,689,509</u></b>	<b><u>\$0</u></b>	<b><u>\$1,689,509</u></b>

**05-95-49-491510-2990 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES**

Concord Hospital, Inc (Vendor #177653 B014)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$12,795	\$0	\$12,795
2017	102-500734	Contracts for Prog Svc	\$49,436	\$0	\$49,436
<b>Sub-total</b>			<b>\$62,231</b>	<b>\$0</b>	<b>\$62,231</b>

Families First of the Greater Seacoast (Vendor #166629 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$2,798	\$0	\$2,798
2017	102-500734	Contracts for Prog Svc	\$30,717	\$0	\$30,717
<b>Sub-total</b>			<b>\$33,515</b>	<b>\$0</b>	<b>\$33,515</b>

Attachment A  
Financial Details

Families in Transition (Vendor #157730 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$71,520	\$0	\$71,520
2017	102-500734	Contracts for Prog Svc	\$286,080	\$0	\$286,080
<b>Sub-total</b>			<b>\$357,600</b>	<b>\$0</b>	<b>\$357,600</b>

Goodwin Community Health (Vendor #156668 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$86,152	\$0	\$86,152
2017	102-500734	Contracts for Prog Svc	\$329,923	\$0	\$329,923
<b>Sub-total</b>			<b>\$416,075</b>	<b>\$0</b>	<b>\$416,075</b>

County of Grafton (Vendor #177397 B003)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$16,773	\$0	\$16,773
2017	102-500734	Contracts for Prog Svc	\$64,232	\$0	\$64,232
<b>Sub-total</b>			<b>\$81,005</b>	<b>\$0</b>	<b>\$81,005</b>

Greater Nashua Council on Alcoholism (Vendor #166574 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$667,112	\$0	\$667,112
2017	102-500734	Contracts for Prog Svc	\$2,507,213	\$0	\$2,507,213
<b>Sub-total</b>			<b>\$3,174,325</b>	<b>\$0</b>	<b>\$3,174,325</b>

Attachment A  
Financial Details

HALO Ed Systems (Vendor #230732 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$119,398	\$0	\$119,398
2017	102-500734	Contracts for Prog Svc	\$457,242	\$0	\$457,242
<b>Sub-total</b>			<b>\$576,640</b>	<b>\$0</b>	<b>\$576,640</b>

Headrest, Inc (Vendor #175226 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$79,851	\$0	\$79,851
2017	102-500734	Contracts for Prog Svc	\$305,794	\$0	\$305,794
<b>Sub-total</b>			<b>\$385,645</b>	<b>\$0</b>	<b>\$385,645</b>

Horizons Counseling Center, Inc (Vendor #156808 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$42,222	\$0	\$42,222
2017	102-500734	Contracts for Prog Svc	\$161,693	\$0	\$161,693
<b>Sub-total</b>			<b>\$203,915</b>	<b>\$0</b>	<b>\$203,915</b>

Attachment A  
Financial Details

Manchester Alcoholism Rehabilitation Center (Vendor #177204 B005)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$113,221	\$0	\$113,221
2017	102-500734	Contracts for Prog Svc	\$433,584	\$0	\$433,584
<b>Sub-total</b>			<b>\$546,805</b>	<b>\$0</b>	<b>\$546,805</b>

National Council on Alcoholism and Drug Abuse Services (Vendor #177265 R001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$537,504	\$0	\$537,504
2017	102-500734	Contracts for Prog Svc	\$963,146	\$0	\$963,146
<b>Sub-total</b>			<b>\$1,500,650</b>	<b>\$0</b>	<b>\$1,500,650</b>

Phoenix Houses of New England, Inc (Vendor #177589 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$263,578	\$0	\$263,578
2017	102-500734	Contracts for Prog Svc	\$1,009,382	\$0	\$1,009,382
<b>Sub-total</b>			<b>\$1,272,960</b>	<b>\$0</b>	<b>\$1,272,960</b>

Attachment A  
Financial Details

Southeastern New Hampshire Alcohol and Drug Abuse Services (Vendor #155292 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$256,221	\$0	\$256,221
2017	102-500734	Contracts for Prog Svc	\$981,209	\$0	\$981,209
<b>Sub-total</b>			<b>\$1,237,430</b>	<b>\$0</b>	<b>\$1,237,430</b>

Tri-County Community Action Programs, Inc (Vendor #177195 B009)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$156,838	\$0	\$156,838
2017	102-500734	Contracts for Prog Svc	\$248,302	\$0	\$248,302
<b>Sub-total</b>			<b>\$405,140</b>	<b>\$0</b>	<b>\$405,140</b>

The Youth Council (Vendor #154886 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$16,245	\$0	\$16,245
2017	102-500734	Contracts for Prog Svc	\$72,910	\$0	\$72,910
<b>Sub-total</b>			<b>\$89,155</b>	<b>\$0</b>	<b>\$89,155</b>
<b>Total Clinical Svcs</b>			<b>\$10,343,091</b>	<b>\$0</b>	<b>\$10,343,091</b>
<b>Grand Total</b>			<b>\$12,032,600</b>	<b>\$0</b>	<b>\$12,032,600</b>





**State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to the Substance Use Disorder Treatment and Recovery Support Services  
Contract**

This first Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment 1") dated May 25, 2016, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Concord Hospital, Inc. (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 250 Pleasant Street, Concord, NH 03301.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on March 23, 2016 (Item #6) (hereinafter referred to as "Contract"), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified;

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract;

WHEREAS, pursuant to the Agreement (section 18 of the General Provisions of the Form P-37), the Agreement may be amended only by written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the State and the Contractor agree to increase the service rates, within the price limitation; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties agree as follows:

1. Except as specifically amended and modified by the terms and conditions in this Amendment #1, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.
2. Replace Exhibit A Scope of Services, Section 18.1 through 18.1.3.3 as follows:
  - 18.1. The Contractor shall meet the minimum staffing requirements as follows:
    - 18.1.1. Provide at least one:
      - 18.1.1.1. Masters Licensed Alcohol and Drug Counselor (MLADC); and/or
      - 18.1.1.2. Licensed Alcohol and Drug Counselor (LADC) who also holds the Licensed Clinical Supervisor (LCS) credential;
    - 18.1.2. Agrees that all unlicensed staff providing treatment, education and/or recovery support services shall be under the direct supervision of:
      - 18.1.2.1. An MLADC; or
      - 18.1.2.2. A LADC with the LCS (Licensed Clinical Supervisor) credential; and



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**State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to the Substance Use Disorder Treatment and Recovery Support Services  
Contract**

This first Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment 1") dated June 3, 2016, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Goodwin Community Health (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 311 Route 108, Somersworth, NH 03878.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on June 1, 2016 (Item #12) (hereinafter referred to as "Contract"), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified;

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract;

WHEREAS, pursuant to the Agreement (section 18 of the General Provisions of the Form P-37), the Agreement may be amended only by written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the State and the Contractor agree to increase the service rates, within the price limitation; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties agree as follows:

1. Except as specifically amended and modified by the terms and conditions in this Amendment #1, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.
2. Replace Exhibit A Scope of Services, Section 18.1 through 18.1.3.3 as follows:
  - 18.1. The Contractor shall meet the minimum staffing requirements as follows:
    - 18.1.1. Provide at least one:
      - 18.1.1.1. Masters Licensed Alcohol and Drug Counselor (MLADC); and/or
      - 18.1.1.2. Licensed Alcohol and Drug Counselor (LADC) who also holds the Licensed Clinical Supervisor (LCS) credential;
    - 18.1.2. Agrees that all unlicensed staff providing treatment, education and/or recovery support services shall be under the direct supervision of:
      - 18.1.2.1. An MLADC; or
      - 18.1.2.2. A LADC with the LCS (Licensed Clinical Supervisor) credential; and



- 18.1.2.3. Agrees that MLADC, or LADC with the LCS, shall supervise a maximum of eight unlicensed staff unless the Department has approved an alternative supervision plan submitted by the Contractor.
  - 18.1.3. Agrees that at least one Certified Recovery Support Worker (CRSW) for every 50 clients or portion thereof.
3. Add to Exhibit A Scope of Services, Section 18.11 as follows
- 18.11. The Contractor agrees to the following:
    - 18.11.1. The new rates in Exhibit B-1 Amendment #1.
    - 18.11.2. The rate increase to the new rates to the fee for services is to support increase in staff wages to recruit and retain staff who provide direct substance use disorder treatment and recovery support services to clients in this Agreement;
    - 18.11.3. To utilize the amount of increase to increase the wages for direct services staff compensation including base compensation for any open positions;
    - 18.11.4. Notwithstanding Section 18.11.2, agrees to demonstrate to the Department, in the event the Contractor has business policies or other reasons that would prevent the Contractor for using all the increase for wage increases, that at least ten (10%) of the increase was used for wage increases to staff salaries and to provide to the Department the explanation that prevented the Contractor from using the full amount of the increase to increase wages;
      - 18.11.4.1. Agrees to submit a plan for Department approval to use the amount of increase not used for wage increases in Section 18.11.3. portion of the increases for other than wage increases in the event of Section 18.11.3;
    - 18.11.5. That direct services staff is defined as any individual employed by the Contractor for whom at least fifty (50) percent of the hours the individual works for the Contractor are spent delivering clinical and/or recovery support services directly to client of the provider.
4. Add to Exhibit B Method and Conditions Precedent to Payment, Section 5.6 as follows:
- 5.6 To the extent possible, the Contractor shall bill for services provided under this contract through WITS. For any services that are unable to be billed through WITS, the vendor shall work with the Department to develop an alternative process for submitting invoices.
5. Delete Exhibit B-1 Service and Fee Table, and replace with Exhibit B-1 Amendment #1 Service and Fee Table.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services



This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

6/15/16  
Date

Mariela Tahan  
for Katja S. Fox  
Director

Goodwin Community Health

6-7-16  
Date

Janet Lantsch  
NAME Janet Lantsch  
TITLE CEO

Acknowledgement:

State of New Hampshire, County of Strafford on 6-7-2016, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

[Signature]  
Name and Title of Notary or Justice of the Peace

exp. 11/6/2018

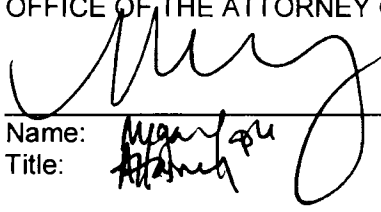
New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6/15/14  
Date

  
Name: Megan Lou  
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

New Hampshire Department of Health and Human Services  
 Substance Use Disorder Treatment and Recovery Support Services  
 Exhibit B-1 Amendment #1



**Service and Fee Table**

1. The Contractor shall be reimbursed for the Services and up to the Contract Rates in Table A below.  
 a. The Contract Rates in the Table A are the maximum allowed charged used in the Methods for Charging for Services under this Contract in Exhibit B, Section 4.

**Table A**

Service	Contract Rate (Maximum Allowed Charge)	Unit	Service Limit
Clinical Evaluation	\$275.00	Per evaluation	1 evaluation per 90 days, per client
Individual Outpatient	\$22.00	15 min	\$200 of combined individual & group per week, per client
Group Outpatient	\$6.60	15 min	
Intensive Outpatient	\$104.00	Per day and only on those days when the client attends individual and/or group counseling associated with the program.	4 days per week (\$380), per client
Integrated Medication Assisted Treatment - Contractor Staff Time	\$8.25	15 min.	3 hours per client per week
Integrated Medication Assisted Treatment - Physician Time	Rate Per Medicaid Physician Billing Codes: 99201 - 99205 and 99211 - 99215.	Unit Per Medicaid Physician Billing Codes: 99201 - 99205 and 99211 - 99215.	1 hour per client per week
Integrated Medication Assisted Treatment - Medication	See Exhibit B, Section 6.3	See Exhibit B, Section 6.3	See Exhibit B, Section 6.3
Continuous Recovery Monitoring - Attempted	\$16.50	Per 3 attempted contacts over the course of at least 1 week	\$60 of combined attempted and completed per month for the first 12 months post discharge, per client
Continuous Recovery Monitoring - Completed	\$16.50	Per 1 completed contact	
Individual Recovery Support Services (Non-Clinical)	\$16.50	15 min	\$160 of combined individual & group per week, per client
Group Recovery Support Services (Non-Clinical)	\$5.50	15 min	
Enhanced Services	Cost Reimbursement	Cost Reimbursement	Up to \$51,750, and according to Section 7 of Exhibit B. This amount is inclusive of the amount in the Box 1.8 of the P-37.



STATE OF NEW HAMPSHIRE  
 DEPARTMENT OF HEALTH AND HUMAN SERVICES  
 DIVISION OF BEHAVIORAL HEALTH

Jeffrey A. Meyers  
 Commissioner

Katja S. Fox  
 Director

129 PLEASANT STREET, CONCORD, NH 03301  
 603-271-9422 1-800-852-3345 Ext. 9422  
 Fax: 603-271-8431 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

12 mac

6/1/16 #12

April 26, 2016

Her Excellency, Governor Margaret Wood Hassan  
 and the Honorable Council  
 State House  
 Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Behavioral Health, Bureau of Drug and Alcohol Services, to enter into an Agreement with Goodwin Community Health, 311 Route 108, Somersworth, NH, 03878 (Vendor #156668-B001) provide substance use disorder treatment and recovery support services statewide, in an amount not to exceed \$489,500, effective upon approval by Governor and Executive Council through June 30, 2017. 56.1% Federal, 29.4% General, and 14.5% Other Funds.

Funds to support this request are available in State Fiscal Years 2016 and 2017 in the following accounts, with the authority to adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, without approval of the Governor and Executive Council.

**05-95-49-491510-2989 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS**

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$11,748
2017	102-500734	Contracts for Prog Svc	\$61,677
<b>Sub-total</b>			<b>\$73,425</b>

**05-95-49-491510-2990 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES (34.4% General 65.6% Federal)**

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$86,152
2017	102-500734	Contracts for Prog Svc	\$329,923
<b>Sub-total</b>			<b>\$416,075</b>
<b>Grand Total</b>			<b>\$489,500</b>

### **EXPLANATION**

This Agreement represents the last of fifteen (15) agreements with a combined price limitation of \$11,940,600. On March 23, 2016 (Item #6), Governor and Executive Council approved 14 Agreements with a combined price limitation of \$11,451,100.

This Agreement will allow Contractor to provide an array of Substance Use Disorder Treatment and Recovery Support Services statewide to children and adults with substance use disorders, who have income below 400% the Federal Poverty level and are residents of New Hampshire or are homeless in New Hampshire. (See attached Summary of Contracted Services by Vendor). Substance use disorders occur when the use of alcohol and/or drugs causes clinically and functionally significant impairment, such as health problems, disability, and failure to meet major responsibilities at work, school, or home. The existence of a substance use disorder is determined using a clinical evaluations based on Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition criteria.

This Agreement is part of the Department's overall strategy to respond to the opioid epidemic that continues to negatively impact New Hampshire's individuals, families, and communities as well as to respond to other types of substance use disorders. In 2014 there were 325 drug overdose deaths in New Hampshire with the death toll for 2015 at 431 as of March 28, 2016; however, the 2015 statistics are expected to increase as cases are still pending analysis.

The Department published a Request for Proposals for Substance Use Disorder Treatment and Recovery Support Services (RFP #16-DHHS-DCBCS-BDAS-03) on the Department of Health and Humans Services website November 3, 2015 to December 15, 2015. The Department received fifteen proposals. These proposals were reviewed and scored by a team of individuals with program specific knowledge. The Department selected all the Vendors to provide these services (See attached Summary Score Sheet).

Some of the Vendors' proposals scored lower than anticipated; however, it was determined that losing substance use disorder treatment and recovery support services in the midst of an Opioid Crisis would be detrimental to the individuals, families, and communities of New Hampshire. In order to ensure effective delivery of services, the Department has strengthened language in the Vendors' contracts.

The Contract includes language to assist pregnant and parenting women by providing interim services if they are on a waitlist, to ensure clients have faster access to services by maintaining and monitoring a waitlist on an agency and statewide level, to ensure clients contribute to the cost of services by assessing client income at intake and on a monthly basis, and to ensure care coordination for the clients by assisting them with accessing services or working with a client's existing provider for physical health, behavioral health, medication assisted treatment and peer recovery support services.

The Department will monitor the performance of this Vendor by monitoring monthly reports, quarterly utilization, completing site visits, and reviewing client records. In addition, the Department is developing a Quality Monitoring and Improvement Plan to manage the performance of these contracts.

The attached Contract includes language that reserves the right to renew each contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of contracted services and Governor and Executive Council approval.



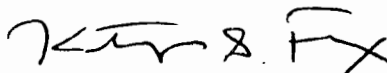
Should the Governor and Executive Council determine to not authorize this Request, the Contractor would not have sufficient resources to promote and provide the array of services necessary to provide individuals with substance use disorders, the necessary tools to achieve, enhance and sustain recovery. In addition, failure to obligate the federal funds in the Substance Abuse Prevention and Treatment Block Grant to community based programs to provide alcohol and other drug treatment services could result in the loss of Federal Block Grant funds made available for these services.

Area served: Statewide.

Source of Funds: 56.1% Federal Funds from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, CFDA #93.959, Federal Award Identification Number T1010035-14, and 29.4% General Funds and 14.5% Other Funds from the Governor's Commission on Alcohol and Other Drug Abuse Prevention, Intervention and Treatment.

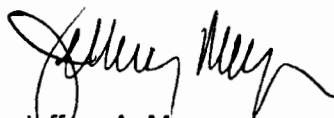
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted



Katja S. Fox  
Director

Approved by:



Jeffrey A. Meyers  
Commissioner

Summary of Contracted Services by Vendor

Substance Use Disorder Treatment Services and Recovery Support Services:	Individual Outpatient	Group Outpatient	Intensive Outpatient	Partial Hospitalization	Transitional Living	Low-Intensity Residential	High-Intensity Residential	High-Intensity Residential for Pregnant and Parenting Women	Ambulatory WM w/ Extended On-Site Monitoring (ASM Level 1WM)	Medically Monitored Inpatient Withdrawal Management (ASAM Level 3.7 WM)	Medication Assisted Treatment	Continuous Recovery Monitoring	Enhanced Recovery Support Services	Individual Recovery Support Services (non-clinical)	Group Recovery Support Services (non-clinical)	Statewide Crisis	Crisis services to agency's own clients
Vendors:																	
Concord Hospital, Inc.	X	X	X									X		X			X
Families First of the Greater Seacoast	X	X	X								X	X	X	X	X		X
Families in Transition	X	X	X								X	X	X	X	X		X
Goodwin Community Health	X	X	X								X	X	X	X	X		X
Grafton County DOC	X	X	X								X	X	X	X	X		X
Greater Nashua Council on Alcoholism, Inc.	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
HALO Educational Systems	X	X	X			X						X	X	X	X		X
Headrest, Inc.	X	X	X			X						X	X	X	X		X
Horizons Counseling Center, Inc.	X	X	X								X	X		X	X		X
Manchester Alcoholism Rehabilitation Center (subsidiary of Easter Seals New Hampshire Inc.) - Total	X	X	X	X	X	X	X			X		X		X	X		X
National Council on Alcoholism and Drug Dependency/Greater Manchester	X	X	X	X	X	X	X		X			X		X	X		X
Phoenix Houses of New England - Total	X	X	X		X		X				X	X		X	X		X
South Eastern New Hampshire Alcohol and Drug Abuse Services	X	X	X			X	X					X		X	X		X
Tri-County Community Action Program, Inc.	X	X	X			X	X				X	X		X	X		X
The Youth Council	X	X	X			X	X				X	X		X	X		X

An "X" indicates that the Vendor will provide the corresponding contracted service.



**New Hampshire Department of Health and Human Services**  
**Office of Business Operations**  
**Contracts & Procurement Unit**  
**Summary Score Sheet**

**Substance Use Disorder Treatment  
and Recovery Support Services**

**(RFP) #16-DHHS-DCBCS-BDAS-03**

**RFP Name**

**RFP Number**

**Reviewer Names**

- Bidder Name**
1. Concord Hospital, Inc.
  2. Families First of the Greater Seacoast
  3. Families in Transition
  4. Goodwin Community Health
  5. Grafton County
  6. Greater Nashua Council on Alcoholism, Inc.
  7. HALO Educational Systems
  8. Headrest, Inc.
  9. Horizons Counseling Center, Inc.
  10. Manchester Alcoholism Rehabilitation Center  
(subsidiary of Easter Seals New Hampshire Inc.)
  11. National Council on Alcoholism and Drug  
Dependency/Greater Manchester
  12. Phoenix Houses of New England
  13. South Eastern New Hampshire Alcohol and Drug  
Abuse Services
  14. Tri-County Community Action Program, Inc.
  15. The Youth Council

Maximum Points	Actual Points
945	687
945	715
945	751
945	587
945	492
945	820
945	460
945	390
945	717
945	661
945	684
945	626
945	562
945	570
945	515

1. Services Unit Administrator  
Jaime Powers, BDAS Clinical
2. Specialist IV  
Linda Parker, BDAS Program
3. Specialist IV  
Paul Kiernan, BDAS Program
4. Mental Health Services  
Michele Harlan, DHHS Director of  
Rhonda Siegel, DPHS,
5. Administrator II  
Donna Ferland, NH Hospital
6. Administrator III / Financial Mngr  
P. J. Nadeau, DHHS Financial
7. Manager
8. Ann Driscoll, Administrator

Subject: Substance Use Disorder Treatment and Recovery Support Services (16-DHHS-DCBCS-BDAS-03-SUBST-04)

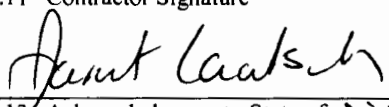
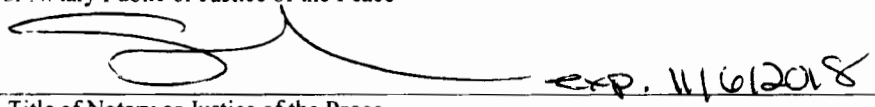
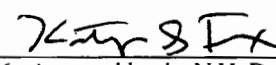
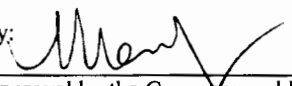
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Goodwin Community Health		1.4 Contractor Address 311 Route 108 Somersworth, NH 03878	
1.5 Contractor Phone Number 603 516-2550	1.6 Account Number 05-95-49-491510-29890000-102-500734; 05-95-49-491510-29900000-102-500734	1.7 Completion Date June 30, 2017	1.8 Price Limitation \$489,500.
1.9 Contracting Officer for State Agency Eric Borrin, Director		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Janet Lautsch CEO	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Strafford</u> On <u>April 11, 2016</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal] <span style="float: right;">exp. 11/6/2018</span>			
1.13.2 Name and Title of Notary or Justice of the Peace Sherry Trask			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Katja S. Fox, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>5/16/14</u> Megan A. Ford, Attorney			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

**2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials   *JK*  

Date   *9-11-16*

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

#### 8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

#### 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

**10. TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

**11. CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### 14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate ; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials JL  
Date 9-11-16



Exhibit A

**Scope of Services**

**1. Provisions Applicable to All Services**

- 1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

**2. Definitions**

- 2.1. Adolescents: Adolescents are individuals under the age of 18.
- 2.2. American Society of Addiction Medicine (ASAM): ASAM is a professional society representing over 3,500 physicians, clinicians and associated professionals in the field of addiction medicine. ASAM is dedicated to increasing access and improving the quality of addiction treatment, educating physicians and the public, supporting research and prevention, and promoting the appropriate role of physicians in the care of patients with addiction. More information can be found at: <http://www.asam.org/>
- 2.3. American Society of Addiction Medicine Criteria: ASAM's criteria, formerly known as the ASAM patient placement criteria, is the result of a collaboration that began in the 1980s to define one national set of criteria for providing outcome-orientated and results-based care in the treatment of addiction. Today the criteria have become the most widely used and comprehensive set of guidelines for placement, continued stay and transfer/discharge of patients with addiction and co-occurring conditions. ASAM's criteria are required in over 30 states. More information can be found at: <http://www.asam.org/publications/the-asam-criteria>
- 2.4. Charitable Choice: Charitable Choice is Public Law 102-321, 102d Congress and amended in 1992 and again in 2000 (Children's Health Services Act). Charitable Choice is a federal legislative provision designed to remove barriers to faith-based organizations receiving certain Federal funds. States may allocate Block Grant funds to faith-based treatment and recovery support services programs that maintain their religious character and hire people of their same faith, who also meet state requirements for licensing or certification of substance abuse treatment and recovery support services programs and staff. The Charitable Choice final rules were published in the Federal Register on September 30, 2003.
- 2.5. Clinical Evaluation: A Clinical Evaluation is a biopsychosocial evaluation completed in accordance with Technical Assistance Publication (TAP) 21: Addiction Counseling Competencies, available at <http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171>.





**Exhibit A**

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- 2.6. Days: Days in this Exhibit A and Exhibit B refers to calendar days, unless otherwise noted.
- 2.7. Evidence-Based Practice: Evidence-Based Practice is applying the best available research results (evidence) when making decisions about health care. Health care professionals who perform evidence-based practice use research evidence along with clinical expertise and patient preferences. Systematic reviews (summaries of health care research results) provide information that aids in the process of evidence-based practice.
- 2.7.1. The service shall be included as an evidence-based mental health and substance abuse intervention on the SAMHSA National Registry of Evidence-Based Programs and Practices (NREPP), <http://www.nrepp.samhsa.gov/ViewAll.aspx>
- 2.7.1.1. The service shall be included as an evidence-based mental health and substance abuse intervention on the SAMHSA National Registry of Evidence-Based Programs and Practices (NREPP), <http://www.nrepp.samhsa.gov/ViewAll.aspx>
- 2.7.1.2. The services shall be published in a peer-reviewed journal and found to have positive effects; or
- 2.7.1.3. The SUD treatment service provider shall be able to document the services' effectiveness based on the following:
1. The service is based on a theoretical perspective that has validated research; or
  2. The service is supported by a documented body of knowledge generated from similar or related services that indicate effectiveness;
- 2.8. Homeless: Homeless is (1) an individual or family who lacks a fixed, regular, and adequate nighttime residence; or (2) an individual or family who has a primary nighttime residence that is a supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels and congregate shelters), an institution other than a penal facility that provides temporary residence for individuals intended to be institutionalized, or a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.
- 2.9. Level of Care: Level of care refers to the intensity of treatment defined by the American Society of Addiction Medicine (ASAM) October 2013.
- 2.10. New Hampshire Resident: A New Hampshire resident is defined as a person residing in New Hampshire regardless of how long they have resided in New Hampshire or whether or not they have a fixed or permanent address.
- 2.11. Resiliency and Recovery Oriented Systems of Care (RROSC): RROSC are networks



**Exhibit A**

of organizations, agencies, and community members that coordinate a wide spectrum of services to prevent, intervene in, and treat substance use problems and disorders. RROSCs support person-centered and self-directed approaches to care that build on the strengths and resilience of individuals, families, and communities to take responsibility for their sustained health, wellness, and recovery from alcohol and drug problems. In New Hampshire, this is operationalized by the Continuum of Care model.

- 2.12. Screening Positive for Substance Use Disorder: Screening positive for a Substance Use Disorder means that the individual is likely to meet the Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM 5) criteria for a Substance Use Disorder. If the client screens probable, a clinical evaluation will be required to determine if the client does in fact meet DSM 5 criteria for a Substance Use Disorder.
- 2.13. Substance Abuse Prevention and Treatment (SAPT) Block Grant: SAPT Block Grant was originally established by Public Law 97-35 (PL 97-35), creating the Alcohol, Drug Abuse and Mental Health Services Block Grant (later the Substance Abuse Prevention and Treatment Block Grant, and now the Behavioral Health Assessment and Plan), which became effective on October 1, 1992 for the purpose of carrying out and evaluating activities to prevent and treat substance abuse and dependence.
- 2.14. Substance use disorders occur when the use of alcohol and/or drugs causes clinically and functionally significant impairment, such as health problems, disability, and failure to meet major responsibilities at work, school, or home. The existence of a substance use disorder is determined using Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM 5) criteria.
- 2.15. Web Information Technology System (WITS): WITS is a secure, 24/7 accessible web-based information technology system for the purpose of storing client demographic information. All BDAS contracted providers use WITS to report on the National Outcome Measures (NOMs) established by the SAMHSA, as required in the Federal Substance Abuse Prevention and Treatment Block Grant.

**3. Covered Populations**

- 3.1. The Contractor shall provide services in this Contract to the general population in Section 3.2 who:
  - 3.1.1. Have a substance use disorder; and
  - 3.1.2. Have income below 400% Federal Poverty Level; and
  - 3.1.3. Are Residents of New Hampshire; or
  - 3.1.4. Are homeless in New Hampshire.
- 3.2. The Contractor agrees to provide services in this Contract to the general client



**Exhibit A**

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population that includes, but not limited to:

- 3.2.1. Adolescents;
  - 3.2.2. Adults
  - 3.2.3. Pregnant women;
  - 3.2.4. Women with dependent children;
  - 3.2.5. Injection drug users;
  - 3.2.6. Individuals with co-occurring substance use and mental health disorders;
  - 3.2.7. Veterans; and/or
  - 3.2.8. Individuals who are involved with the criminal justice system.
- 3.3. The Contractor shall provide services in this Contract separately for adolescents and adults unless approved by the Department.

**4. Substance Use Disorder Treatment Services**

- 4.1. The Contractor is required to provide to eligible individuals the following substance use disorder treatment services:
- 4.1.1. Outpatient Treatment as defined as American Society of Additional (ASAM) Criteria, Level 1. Outpatient Treatment services assist an individual or group of individuals to achieve treatment objectives through the exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.
  - 4.1.2. Intensive Outpatient Treatment as defined as ASAM Criteria, Level 2.1. Intensive Outpatient Treatment services provide intensive and structured individual and group alcohol and/or other drug treatment services and activities that are provided according to an individualized treatment plan that includes a range of outpatient treatment services and other ancillary alcohol and/or other drug services. Services for adults are provided at least 3 hours a day and at least 3 days a week. Services for adolescents are provided at least 2 hours a day and at least 3 days a week.
  - 4.1.3. Integrated Medication Assisted Treatment services provide for medication prescription and monitoring for treatment of opiate and other substance use disorders. The Contractor shall provide non-medical treatment services to the client in conjunction with the medical services provided either directly by the Contractor or by an outside medical provider. The Contractor shall be responsible for coordination of care and meeting all requirements for the service provided. The Contractor shall deliver Integrated Medication Assisted Treatment services accordance with guidance provided by the Department, "Guidance Document on Best Practices: Key Components for Delivery Community-Based



**Exhibit A**

Medication Assisted Treatment Services for Opioid Use Disorders in New Hampshire."

4.1.3.1. Notwithstanding Section 3.2.1, the Vendor shall provide Integrated Medication Assisted Treatment Services to individuals 18 and older.

4.2. The Contractor shall submit for Department approval, within 30 days from the contract effective date, a list of the service components that comprise the substance use disorder treatment services including the frequency of those components for Intensive Outpatient Treatment services in Section 4.1.2..

4.3. The Contractor shall submit for Department approval, within 30 days from the contract effective date, the evidenced based practices to be used for all services in Section 4.1.

4.4. The Contractor shall submit for Department approval, changes to service components in Section 4.2 and to evidence-based practices in Section 4.3, within 30 days prior to making the changes effective.

**5. Crisis Services to Existing Clients or their Significant Others**

5.1. The Contractor shall provide Crisis Services to existing clients or their significant others as follows:

5.1.1. Provide Crisis Services, during normal business hours defined as 8 am to 5 pm, Monday through Friday either in person or by telephone that:

5.1.1.1. Assist individuals in addressing a current crisis related to their substance use disorder or the substance use disorder of a significant other;

5.1.1.2. Provide counseling services to assist with client stabilization, assessment of client's psychological stability and risk for harming themselves or others and appropriate referral based on this assessment; and

5.1.1.3. Refer clients to appropriate treatment and other resources in the client's service area.

5.1.1.4. If a request for crisis services comes from an individual who is not a current client, that individual may be referred to the statewide crisis services provider.

5.1.2. Provide encounter notes in the client's health record.

5.1.3. Provide sufficient staffing to provide Crisis Services as described above at least during normal business hours defined as 8 am to 5 pm, Monday through Friday.

5.1.4. Shall refer clients to the Statewide Crisis Services hotline, after normal business hours.

5.2. The Contractor agrees that Crisis Services shall be considered individual outpatient



**Exhibit A**

services when the Crisis Service provided has the specific purpose of treating the individual's substance use disorder.

- 5.3. The Contractor agrees that Crisis Services shall be considered individual recovery support services (non-clinical) when the Crisis service provided has the purpose of reducing or removing a barrier to the client achieving or maintaining recovery without directly treating the substance use disorder.

## 6. Recovery Support Services

6.1. The Contractor shall provide Recovery Support Services such as:

6.1.1. Enhanced services remove barriers to a client's participation in treatment or recovery or reduce or remove threats to a client's maintaining participation in treatment and/or recovery such as transportation or child care.

6.1.1.1. Enhanced services include only direct services to the client such as providing transportation to treatment appointments or providing childcare while a client attends a treatment appointment.

6.1.1.2. Enhanced services do not include indirect costs such as marketing, staff training, or staff travel unless such expenses can be shown to be required in order to provide the enhanced service.

6.1.1.3. Submitting for Department approval, within 30 days from the contract effective date, a list and a description of the direct services that will be provided under Enhanced Services.

6.1.2. Non-clinical services such as but not limited to parenting, job search, financial management, skills development, and paraprofessional counseling services by:

6.2.1.1. A Certified Recovery Support Worker (CRSW) under the supervision of a Masters Licensed Alcohol and Drug Counselor (MLADC); or

6.2.1.2. A Certified Recovery Support Worker (CRSW) under the supervision of a Licensed Alcohol and Drug Counselor (LADC) with a Licensed Clinical Supervisor (LCS); or

6.2.1.3. A MLADC or LADC

6.2.1.4. Submitting for Department approval, within 30 days from the contract effective date, the name and description of the activities/services to provide non-clinical services.

## 7. Enrolling Clients for Services

7.1. The Contractor shall complete Intake Screenings and ASAM Level of Care Assessments, as follows:

7.1.1. Have direct contact (face to face communication by meeting in person, or



Exhibit A

electronically, or by telephone conversation) with an individual within two (2) business days from the date that individual (defined as a non-client, existing client, other provider, or any other person or entity) contacts the Contractor for Substance Use Disorder Treatment and Recovery Support Services.

- 7.1.2. Complete an initial Intake Screening within two (2) business days from the date of the first direct contact with the individual, using the eligibility module in Web Information Technology System (WITS) to determine probability of being eligible for services under this contract and for probability of having a substance use disorder.
- 7.1.3. Assess clients' income prior to admission using the WITS fee determination model and assure that clients' income information is updated as needed over the course of treatment by asking clients about any changes in income no less frequently than every 4 weeks.
- 7.1.4. Complete an ASAM Level of Care Assessment for all services in Section 4, within two (2) days of the initial Intake Screening in (Section 7.1.2) using the ASI Lite module, in WITS or in another electronic medical/health record system, or an alternative assessment tool as directed by the Department, when the individual is determined probable of being eligible for services. .
- 7.1.5. Make available to the Department upon request, the data from the ASAM Level of Care Assessment and in a format approved by the Department, when using an electronic medical/health record system other than WITS.
- 7.1.6. The Contractor shall complete a clinical evaluation of clients for services in Section 4, as follows:
  - 7.1.6.1. Prior to admission as a part of interim services or within 3 days following admission, and during treatment only when determined by licensed clinician.
- 7.2. The Contractor shall determine client eligibility for services under this contract using the eligibility criteria as follows:
  - 7.2.1. The individual's income must be below 400% of Federal Poverty Level (FPL);
  - 7.2.2. The individual must be a resident of New Hampshire or homeless in New Hampshire;
  - 7.2.3. The individual must be determined positive for a substance use disorder (as evidenced in their clinical evaluation, Section 7.1.6
  - 7.2.4. The individual is eligible for services described in Section 4 as determined by the ASAM Level of Care Assessment (defined in Section 7.1.4) unless:
    - 7.2.4.1. The client choses to receive a service with a lower ASAM Level of Care; or



Exhibit A

7.2.4.2. The service with the needed ASAM Level of Care is unavailable at the time the level of care is determined in Section 7.1.4, in which case the client may chose:

1. A service with a lower ASAM Level of Care;
2. A service with the next available higher ASAM Level of Care;
3. Be placed on the waitlist until their service with the assessed ASAM Level of Care becomes available as in Section 7.1.4;  
or
4. Be referred to another agency in the client's service area that provides the service with the needed ASAM Level of Care.

7.3. The Contractor agrees to provide services to all eligible clients who:

- 7.3.1. Receive Medication Assisted Treatment services from other providers such as a client' primary care provider;
- 7.3.2. Have co-occurring mental health disorders; or
- 7.3.3. Are on medications and are taking those medications as prescribed regardless of the class of medication.

7.4. The Contractor shall admit eligible clients for services according to the order of priority described below:

7.4.1. Pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame. If the contractor is unable to admit a pregnant woman for the needed level of care within 24 hours, the contractor shall:

7.4.1.1. Assist the pregnant woman with identifying alternative providers and with accessing services with these providers. This assistance must include actively reaching out to identify providers on the behalf of the client.

7.4.1.2. Provide interim services until the appropriate level of care becomes available at either the contractor agency or an alternative provider. Interim services shall include:

1. At least one 60 minute individual or group outpatient session per week;
2. Recovery support services as needed by the client;
3. Daily calls to the client to assess and respond to any emergent needs.

7.4.2. Individuals who have been administered Narcan to reverse the effects of an



**Exhibit A**

opioid overdose either in the 14 days prior to screening or in the period between screening and admission to the program.

- 7.4.3. Individuals with a history of injection drug use including the provision of interim services within 14 days.
  - 7.4.4. Individuals with substance use and co-occurring mental health disorders.
  - 7.4.5. Individuals with Opioid Use Disorders.
  - 7.4.6. Veterans with substance use disorders
  - 7.4.7. Individuals with substance use disorders who are involved with the criminal justice system.
  - 7.4.8. Individuals who require priority admission at the request of the Department.
- 7.5. The Contractor shall obtain consent from individuals prior to providing services as follows:
- 7.5.1. For individuals whose age is 12 and older, the Contractor is required to obtain consent from the individual themselves; or
  - 7.5.2. For individuals whose age is under 12, the Contractor is required to obtain consent from the individual's parent or legal guardian.

**8. Waitlist**

- 8.1. The Contractor shall place an eligible individual on a statewide waitlist in WITS when the service with the appropriate ASAM Level of Care (as defined in 7.1.4) is not available for the client at the time of screening as in Section 7.2.4.2.
- 8.1.1. The Contractor shall keep the client's information up to date on the statewide waitlist.
  - 8.1.2. The Contractor shall notify the Department within 30 days from the effective date of the contract, with the name of the staff person who is responsible to monitoring and maintaining the waitlist.
  - 8.1.3. The Contractor shall monitor the waitlist and ensure that clients begin services as soon as possible either under this contract or by a referral to an agency that has an earlier available opening as follows:
    - 8.1.3.1. Anytime a client contacts the agency for a service and that service is not available within 2 business days of contact, they must be immediately added to the agency's waitlist and to the waitlist of other agencies as appropriate.
    - 8.1.3.2. Anytime a client is getting ready to move to a new level of care that will not be provided by the current provider or for which the current provider has a waitlist, the provider shall add the client to the waitlist of other appropriate agencies.





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- 8.1.3.3. Anytime a client is added to the waitlist of another agency, the provider shall complete consent in WITS to allow the agency the client is being referred to review client information in WITS.
- 8.1.3.4. Every business day, the staff member identified in 8.1.2 shall review pending clients from outside agencies to accept, reject or delete the client as appropriate.
- 8.1.3.5. Every business day, the staff member identified in 8.1.2 shall review their agency waitlist to ensure that any clients who were on the agency waitlist who are no longer on the waitlist due to admission, inaccessibility, etc. have been removed from the waitlist.
- 8.1.4. The Contractor shall provide a client on the waitlist interim services, defined as recovery support services or services with a lower ASAM Level of Care, under this contract or by referral to an agency that has an earlier available opening in the client's service area.

**9. Client Fees and Assistance with Enrolling in Insurance Programs**

- 9.1. The Contractor agrees to collect allowable fees from clients and to assist them with enrolling in private or public insurance programs when appropriate, as follows:
  - 9.1.1. Agrees to using the Sliding Fee Scale and charging the client for their share for services in accordance with Exhibit B.
  - 9.1.2. Agrees not to delay a client's admittance into a Substance Use Disorder Treatment and Recovery Support Services program for services due to a client's inability to immediately pay his or her share of the allowable fees (in accordance with Exhibit B) or pending an insurer's payment
  - 9.1.3. Agrees to assist clients, who are unable to secure financial resources necessary for initial entry into the program, with obtaining other potential sources such as:
    - 9.1.3.1. Assess the client's appropriateness for enrollment in public or private insurance, including but not limited to Medicaid and New Hampshire Health Protection Program, and assist the client in enrolling in an appropriate public or private insurance program; and/or
    - 9.1.3.2. Complete assistance at or before intake, but no later than 14 days after intake.
    - 9.1.3.3. Develop payment plans.
    - 9.1.3.4. Document the assistance in Section 9.1.3 in a progress note.
- 9.2. The Contractor may discontinue services for a client who does not pay their share of the allowable fee(s), only after working with the client as described in Section 9.1.3.
- 9.3. The Contractor shall provide clients with copies of their individual financial accounts, upon the clients' request.



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**10. Service Delivery Activities and Requirements**

- 10.1. The Contractor shall assess all clients for risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge based on policies and process approved by the Department within thirty (30) days from the contract effective date.
- 10.2. The Contractor shall assess all clients for withdrawal risk based on ASAM (2013) standards at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and stabilize all clients based on ASAM (2013) guidance and shall:
  - 10.2.1. Provide stabilization services when a client's level of risk indicates a service with an ASAM Level of Care that can be provided under this Contract; If a client's risk level indicates a service with an ASAM Level of Care that can be provided under this contract, then the Contractor shall integrate withdrawal management into the client's treatment plan and provide on-going assessment of withdrawal risk to ensure that withdrawal is managed safely.
  - 10.2.2. Refer clients to a facility where the services can be provided when a client's risk indicates a service with an ASAM Level of Care that is higher than can be provided under this Contract; Coordinate with the withdrawal management services provider to admit the client to an appropriate service once the client's withdrawal risk has reached a level that can be provided under this contract. and
- 10.3. The Contractor shall complete treatment plans for all clients based on clinical evaluation data within 3 days of the clinical evaluation (defined in Section 7.1.6) and must address all ASAM (2013) domains and shall:
  - 10.3.1. Be updated based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent;
  - 10.3.1. Have Treatment plan goals, objectives, and interventions written in terms that are specific, measurable, attainable, realistic and timely;
  - 10.3.2. Evidence the client's involvement in identifying, developing, and prioritizing goals, objectives, and interventions.
- 10.4. The Contractor shall provide case management to clients that includes, at a minimum, coordination or care with Medication Assisted Treatment, physical, behavioral health, and peer recovery support providers as applicable with the client's:
  - 10.4.1. Primary care provider and if the client does not have a primary care



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- provider, the Contractor will make an appropriate referral to one and coordinate care with that provider.
- 10.4.2. Behavioral health care provider when serving clients with co-occurring substance use and mental health disorders, and if the client does not have a mental health care provider, then the Contractor will make an appropriate referral to one and coordinate care with that provider.
- 10.4.3. Medication assisted treatment provider.
- 10.4.4. Peer recovery support provider, and if the client does not have a peer recovery support provider, the Contractor will make an appropriate referral to one and coordinate care with that provider. Such coordination will include actively coordinating with local recovery community organizations (where available) to bring peer recovery support providers into the treatment setting to meet with clients to describe available services and engage clients in peer recovery support services as applicable.
- 10.5. The Contractor shall submit for Department approval within thirty (30) days from the contract effective date, the policies and procedures for coordination of care described in in Section 10.4
- 10.6. The Contractor will make continuing care, transfer, and discharge for all Services in Section 4. The Contractor shall decisions based on ASAM (2013) criteria and complete continuing of care, transfer and discharge plans that address all ASAM (2013) domains as follows:
- 10.6.1. Begin the process of discharge/transfer planning at the time of the client's intake to the program.
- 10.6.2. Review the 3 criteria for continuing services or the 4 criteria for transfer/discharge, when addressing continuing care or discharge/transfer that include:
- 10.6.2.1. Continuing Service Criteria A: The patient is making progress, but has not yet achieved the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his or her treatment goals;  
or
- 10.6.2.2. Continuing Service Criteria B: The patient is not yet making progress, but has the capacity to resolve his or her problems. He/she is actively working toward the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his/her treatment goals;  
and /or



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- 10.6.2.3. Continuing Service Criteria C: New problems have been identified that are appropriately treated at the present level of care. The new problem or priority requires services, the frequency and intensity of which can only safely be delivered by continued stay in the current level of care. The level of care which the patient is receiving treatment is therefore the least intensive level at which the patient's problems can be addressed effectively
  - 10.6.2.4. Transfer/Discharge Criteria A: The Patient has achieved the goals articulated in the individualized treatment plan, thus resolving the problem(s) that justified admission to the present level of care. Continuing the chronic disease management of the patient's condition at a less intensive level of care is indicated; or
  - 10.6.2.5. Transfer/Discharge Criteria B: The patient has been unable to resolve the problem(s) that justified the admission to the present level of care, despite amendments to the treatment plan. The patient is determined to have achieved the maximum possible benefit from engagement in services at the current level of care. Treatment at another level of care (more or less intensive) in the same type of services, or discharge from treatment, is therefore indicated; or
  - 10.6.2.6. Transfer/Discharge Criteria C: The patient has demonstrated a lack of capacity due to diagnostic or co-occurring conditions that limit his or her ability to resolve his or her problem(s). Treatment at a qualitatively different level of care or type of service, or discharge from treatment, is therefore indicated; or
  - 10.6.2.7. Transfer/Discharge Criteria D: The patient has experienced an intensification of his or her problem(s), or has developed a new problem(s), and can be treated effectively at a more intensive level of care.
- 10.6.3. The Contractor shall maintain clear documentation that explains why continued services are necessary for Recovery Support Services.
- 10.7. The Contractor will ensure educational information is provided to clients in all programs on HCV/HIV/TB & STD's as evidenced by inclusion in programming.
- 10.8. The Contractor shall deliver services using evidence based practices as demonstrated by meeting one of the following criteria in Section 2.6.
- 10.9. The Contractor shall deliver services in this Contract in accordance with:
- 10.9.1. The ASAM Criteria (2013). The ASAM Criteria (2013) can be purchased

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online through the ASAM website at: <http://www.asamcriteria.org/>

- 10.9.2. The Substance Abuse Mental Health Services Administration (SAMHSA) Treatment Improvement Protocols (TIPs) available at <http://store.samhsa.gov/list/series?name=TIP-Series-Treatment-Improvement-Protocols-TIPS->
- 10.9.3. The SAMHSA Technical Assistance Publications (TAPs) available at <http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1>
- 10.9.4. The Requirements in Exhibit K.

**11. Continuous Recovery Monitoring**

- 11.1. The Contractor shall provide Continuous Recovery Monitoring services to clients by providing on-going contact with a client following discharge from the program as follows:
  - 11.1.1. Attempt to contact each client a minimum of three (3) times over the course of one week by telephone at a reasonable time when the client would normally be available.
  - 11.1.2. Provide to the Department within 30 days of the contract effective date, the policies and procedures in place for at least one completed biweekly contact as in Sections 11.1.3 through 11.1.8, by telephone or face to face, with the client following discharge. Contact clients at least bi-weekly and no less frequently than:
    - 11.1.2.1. 3 months post-discharge which is defined as 60 to 120 days from the last treatment service.
    - 11.1.2.2. 6 months post-discharge which is defined as 150 to 210 days from the last treatment service.
    - 11.1.2.3. 12 months post-discharge which is defined as 330 to 390 days from the last treatment service.
  - 11.1.3. Inquire on the status of each client's recovery.
  - 11.1.4. Identify any client needs.
  - 11.1.5. Assist the client with addressing the needs identified in Section 11.1.4.
  - 11.1.6. Provide early intervention to clients who have relapsed or whose recovery is at risk, as identified in Section 11.1.4, and record the same.
  - 11.1.7. Include assessment of the National Outcomes Measures (NOMS) based client outcomes in WITS.
  - 11.1.8. Complete the Client Follow-Up in WITS within 3 days of each completed contact.



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11.2. The Contractor shall comply with performance of Exhibit A, Section 11.1.2, as follows:

11.2.1. Twenty-five percent (25%) of discharged clients shall be contacted three (3) months after discharge.

11.2.2. Ten percent (10%) of discharged clients shall be contacted (6) months after discharge.

11.2.3. Five percent (5%) of discharged clients shall be contacted twelve (12) months after discharge.

**12. Tobacco Cessation**

12.1. The Contractor shall offer tobacco cessation tools and education to all eligible clients receiving services in this contract as follows:

12.1.1. Asses clients for motivation in stopping the use of tobacco products;

12.1.2. Offer resources such as but not limited to the Department's Tobacco Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the QuitLine; and

12.1.3. Shall not use tobacco use, in and of itself, as grounds for discharging clients from services being provided under this contract.

**13. Tobacco Free Environment**

13.1. The Contractor shall have policies and procedures that create a tobacco-free environment. At a minimum these policies shall:

13.1.1. Include the smoking of any tobacco product, the use of oral tobacco products or "spit" tobacco, and the use of electronic devices;

13.1.2. Apply to employees, clients and employee or client visitors;

13.1.3. Prohibit the use of tobacco products within the contractor's facilities at any time.

13.1.4. Prohibit the use of tobacco in any contractor owned vehicle.

13.1.5. Include whether or not use of tobacco products is prohibited outside of the facility on the grounds.

13.1.6. If use of tobacco products is allowed outside of the facility on the grounds:

13.1.6.1. There shall be a designated smoking area(s) which is located at least 20 feet from the main entrance.

13.1.6.2. All materials used for smoking in this area, including cigarette butts and matches, will be extinguished and disposed of in appropriate containers.



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13.1.6.3. Contractors will ensure periodic cleanup of the designated smoking area.

13.1.6.4. If the designated smoking area is not properly maintained, it can be eliminated at the discretion of the contractor.

13.1.7. Prohibit tobacco use in any company vehicle.

13.1.8. Prohibit tobacco use in personal vehicles when transporting people on authorized business.

13.1.9. Post the tobacco free environment policy in the contractor's facilities and vehicles and included in employee, client, and visitor orientation.

**14. Resiliency and Recovery Oriented System of Care (RROSC)**

14.1. The Contractor shall engage in and promote a Resiliency and Recovery Oriented System of Care (RROSC) at a minimum:

14.1.1. Provide families and communities with education around Substance Use Disorders Treatment and Recovery Support Services;

14.1.2. Work with the Department's regional public health networks in order to reduce stigma associated with substance misuse and increase collaboration between prevention, treatment, and community supports.

**15. Service Management and Monitoring**

15.1. The Contractor shall maintain a consistent service capacity for Substance Use Disorder Treatment and Recovery Support Services statewide by:

15.1.1. Monitoring its individual capacity to consistently and evenly deliver these services; and

15.1.2. Monitoring and managing the utilization levels of care and service array required under this contract throughout the contract period.

15.1.3. No less than monthly, the Contractor shall monitor the percentage of the contract funding expended relative to the percentage of the contract period that has elapsed. If there is a difference of more than 10% between expended funding and elapsed time on the contract the contractor shall notify the Department within 5 days and submit a plan for correcting the discrepancy within 10 days of notifying the Department.

15.1.4. Beginning on July 1, 2016 and continuing every three months thereafter, the Department shall review the Contractor's utilization as described in Section 15.1.3 above. If the Contractor's expended funding is more than 25% below the elapsed time on the contract, the Department may amend the contract to reduce the overall price limitation.

**16. Service Area**

16.1. The Contractor will provide services described in this Scope of Work to any



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eligible client, regardless of where the client lives or works in New Hampshire.

**17. Residential Facilities License**

17.1. A residential facilities license from the Department's Bureau of Health Facilities Administration is not applicable for this Contract.

**18. Staffing Requirements**

18.1. The Contractor shall meet the minimum staffing requirements as follows:

18.1.1. At least one Masters Licensed Alcohol and Drug Counselor (MLADC) or Licensed Alcohol and Drug Counselor (LADC) who also holds the Licensed Clinical Supervisor (LCS) credential;

18.1.2. At least one MLADC or Licensed Alcohol and Drug Counselor (LADC) for every two unlicensed counselors providing clinical services;

18.1.3. A sufficient number of:

18.1.3.1. MLADCs to adequately provide for staff clinical supervision; and/or

18.1.3.2. A sufficient number of LADCs with the LCS (Licensed Clinical Supervisor) credential to adequately provide for staff clinical supervision; and

18.1.3.3. At least one Certified Recovery Support Worker (CRSW) for every 50 clients or portion thereof.

18.2. The Contractor shall utilize CRSWs to provide treatment services within their scope of practice as defined by New Hampshire Administrative Rule Title XXX, Chapter 330-C, Section 13.

18.3. Unlicensed staff providing clinical or recovery support services must hold a CRSW within 6 months of hire or effective date of this contract, whichever is later.

18.4. Have policies and procedures related to student interns to address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract, including but not limited to:

18.4.1. The Contractor shall base intern responsibilities and caseloads on student learning needs and school requirements and shall not utilize interns as adjunct staff to meet the staffing needs of the Contractor.

18.4.2. Have student interns complete an approved ethics course prior to beginning their internship.

18.4.3. Provide ongoing clinical supervision that includes:

18.4.4. Weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of

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- progress;
- 18.4.5. Group supervision to help optimize the learning experience, when enough candidates are under supervision;
  - 18.4.6. Content that covers the:
    - 18.4.6.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee, and that covers;
    - 18.4.6.2. The core functions as described in the Twelve Core Functions of Alcohol and Drug Counseling, available at <http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171>; and
    - 18.4.6.3. The standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics.
  - 18.5. The Contractor shall notify the Department, in writing of changes in key personnel and provide, within five (5) business days to the Department, updated resumes that clearly indicate the staff member is employed by the Contractor. Key personnel are those staff for whom at least 10% of their work time is spent providing alcohol or other drug abuse treatment services.
  - 18.6. The Contractor shall notify the Department in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. The Contractor shall provide a copy of the resume of the employee, which clearly indicates the staff member is employed by the Contractor, with the notification.
  - 18.7. The Contractor shall notify the Department in writing and submit a corrective action plan for Department approval within 14 days, when staffing does not meet the requirements defined in 18.1 through 18.4.
  - 18.8. The Contractor shall provide in-service training to all staff involved in client care within 15 days of the contract effective date or the staff person's start date, if after the contract effective date, and at least every 90 days thereafter on the following:
    - 18.8.1. The contract requirements;
    - 18.8.2. Requirements in Exhibit K;
    - 18.8.3. SAMHSA Substance Abuse Prevention and Treatment Block Grant requirements relative to treatment services using a checklist provided by the Department; and
    - 18.8.4. All other relevant policies and procedures provided by the Department.



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- 18.9. The Contractor shall provide in-service training or ensure attendance at an approved training by the Department to clinical staff on HCV/HIV/TB & STD's annually. The contractor shall provide the Department with a list of staff attending an in-service training or Certificates of Attendance.
- 18.10. The Contractor shall provide suitable office, treatment, and meeting space that complies with all fire, health, and safety codes and is handicapped and wheelchair accessible.

**19. Web Information Technology System**

- 19.1. The Contractor shall use the Web Information Technology System to record all encounter notes such as client activity and client contact within (3) days following the activity or contact including but not limited to: screening, fee determination, admission, billing, disenrollment, and discharge data.
- 19.2. The Contractor agrees that all encounter notes will include a record of the clinical content of the session. Encounter notes will be oriented track to client's progress with specific treatment goals.

**20. Quality Assurance**

- 20.1. The Contractor shall participate in all quality improvement activities requested by the Department such as, but not limited to:
- 20.1.1. Submission of monthly, web based contract compliance reports no later than the 10<sup>th</sup> day of the month following the reporting month;
  - 20.1.2. Participation in electronic and in-person client record reviews;
  - 20.1.3. Participation in site visits;
  - 20.1.4. Reporting on National Outcome Measures (NOMs) data in WITS for:
    - 20.1.4.1. 100% of all clients at admission;
    - 20.1.4.2. 100% of all clients who are discharged because they have completed treatment or transferred to another program;
    - 20.1.4.3. 50% of all clients who are discharged for reasons other than those specified above in Section 20.1.4.2;
    - 20.1.4.4. 25% of all clients who are 3 months post-discharge as defined in Section 11.1.2.1;
    - 20.1.4.5. 10% of all clients who are 6 months post-discharge as defined in Section 11.1.2.2;
    - 20.1.4.6. 5% of all clients who are 12 months post-discharge as defined in Section 11.1.2.3;
    - 20.1.4.7. The above NOMs reporting requirements are minimum requirements and the Contractor shall attempt to achieve



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greater reporting results when possible.

20.1.5. Participation in training and technical assistance activities as directed by the Department, including but not limited to the ASAM Community of Practice developed by the Center for Excellence (the Department's Drug and Alcohol Services Technical Assistance Contractor).

**21. Performance Incentives**

21.1. The Contractor agrees that up to six (6) percent of the contract's maximum price limitation in Box 1.8 of the General Provision, Form P-37 will be reserved by the Department for performance incentives, except when there is a priority to pay for services. The Contractor agrees to the Department using all or some of the reserved funding to continue to pay for services when the Contractor has been reimbursed for at least 94% of the contract's price limitation for services.

21.1.1. The Contractor is eligible for incentive payments when successfully meeting the performance criteria in Section 21.1.2 and when there is available funding as in Section 21.1 at the time the Contractor meets the performance criteria.

21.1.2. The Contractor's performance criteria and incentive payments are as follows:

Performance Criteria	Incentive Payment
Access to Services: for each client who screens eligible for services and starts receiving services, other than evaluation, whether for the identified service for the ASAM Level of Care or interim services, within 10 business days following the eligibility screening.	The Contractor will receive an incentive payment of \$75.00
Completion: for each client who is discharged from the program because they have completed treatment or transferred to another treatment provider as recorded in the Discharge Type field of the WITS Discharge Module.	The Contractor will receive an incentive payment of \$75.00
Client Outcomes: for each client who was discharged from the program and meets at least 3 of the Outcome Criteria (in Section 21.1.2.1) in the 3 <sup>rd</sup> and/or 6 <sup>th</sup> month post-discharge, as evidenced by the WITS Follow-Up Module.	The Contractor will receive an incentive payment of \$50.00
Client Outcomes: for each client who was discharged from the program and meets at least 3 of the Outcome	The Contractor will receive an incentive payment of



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Performance Criteria	Incentive Payment
Criteria (below in Section 12.1.2.1) in the 12 <sup>th</sup> month post-discharge, as evidenced by the WITS Follow-Up Module.	\$100.00

21.1.2.1. The Contractor agrees to the post discharge outcome criteria as follows:

1. Abstinence: The client reports reduced or no substance use in the past 30 days prior to the contact.
2. Employment/Education: The client reports increased or retained employment or the client reports returning to or staying in school at the time of contact.
3. Crime and Criminal Justice: The client reports no arrests in the past 30 days prior to contact.
4. Stability in Housing: The client reports being in stable housing defined as not homeless or at risk of being homeless, at the time of contact.
5. Social Connectedness: The client reports engagement in Recovery Support Services, Care Coordination, and/or Community Based Support Groups in the past 30 days prior to contact.

21.1.2.2. The Contractor agrees that Performance Incentives will be calculated and paid on a monthly basis for clients meeting criteria in the previous month.

21.1.2.3. The Contractor may submit screening disposition data for all clients, regardless of payer source, at 6 months and 12 months from the contract effective date.

1. The Contractor may receive \$1,000 for each submission (if funding is available in the contract at the time the Contractor submits the data, with priority of funding being for services). Screening disposition data must include:
  - a. Total number of clients screened for services
  - b. Number of client screened appropriate for services
  - c. Number of clients engaging in services who's payer was:
    - i. This contract
    - ii. New Hampshire Health Protection Plan
    - iii. New Hampshire Medicaid

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- iv. Medicare
- v. Private Insurance
- vi. Self-Pay

**22. Liquidated Damages**

- 22.1. The Contractor and the Department agree that the Web Information Technology System (WITS) shall be the source of record with data polls beginning September 1, 2016 and every 5 months thereafter.
- 22.2. The Contractor and the Department agree that it will be extremely impracticable and difficult to determine actual damages that the Department will sustain in the event that the Contractor fails to maintain the required performance standards in Section 11.2, throughout the life of the contract. Any breach by the Contractor will delay and disrupt the Department's operations and obligations and lead to significant damages. Therefore, the parties agree that the liquidated damages as specified in the sections below are reasonable.
- 22.3. Assessment of liquidated damages shall be in addition to, not in lieu of, such other remedies as may be available to the Department. Except and to the extent expressly provided herein, the Department shall be entitled to recover liquidated damages cumulatively under each section applicable to any given incident.
- 22.4. The Department shall make all assessments of liquidated damages. Should the Department determine that liquidated damages may, or will be assessed; the Department shall notify the Contractor as specified in Section 23, Notifications and Remedies for Liquidated Damages, below.
- 22.5. The Contractor shall submit a written Corrective Action Plan to the Department within five (5) business days of receiving notification as specified in Section 23, Notifications and Remedies for Liquidated Damages., for review and approval prior to implementation of the corrective action plan.
- 22.6. The Contractor agrees that as determined by the Department, failure to provide services that meet the performance standards in Section 11.2 shall result in in liquidated damages as specified in Section 23, Notifications and Remedies for Liquidated Damages. The Department's decision to assess liquidated damages must be reasonable, based in fact and made in good faith.
- 22.7. The remedies specified in Section 23, Notifications and Remedies for Liquidated Damages, shall apply until the failure is cured or resulting dispute is resolved in the Contractor's favor.
- 22.8. Liquidated damages in the amount of \$2,500 for failure to meet all three of the performance measures in Section 11.2, except for Section 11.2.1 the liquidated



**Exhibit A**

damage shall be assessed when the percentage falls below 15%, at the time specified in Section 22.1.

- 22.9. The Department will deduct the amount of liquidated damages being assessed from the amount the Department owes on the monthly billing submitted to the Department after the assessment of liquidated damages.
- 22.10. The amount of liquidated damages assessed by the Department to the Contractor shall not exceed the price limitation in Form P-37, General Provisions, block 1.8, Price Limitation.

**23. Notifications and Remedies for Liquidated Damages.**

- 23.1. Prior to the imposition of liquidated damages or any other remedies under this Contract, including termination for breach, the Department shall issue written notice of remedies that shall include, as applicable:
  - 23.1.1. A citation to the Contract provision violated.
  - 23.1.2. The remedies to be applied and the date the remedies shall be imposed.
  - 23.1.3. The basis for the Department's determination that the remedies shall be imposed.
  - 23.1.4. A request for a Corrective Action Plan.
  - 23.1.5. The timeframe and procedure for the Contractor to dispute the Department's determination. The Contractor's dispute of liquidated damages or remedies shall not stay the effective date of the proposed liquidated damages or remedies.
  - 23.1.6. If the failure is not resolved within the cure period, liquidated damages may be imposed retroactively to the date of failure to perform and continue until the failure is cured or any resulting dispute is resolved in the Contractor's favor.
- 23.2. In connection with any action taken or decision made by the Department with respect to this Contract, within ninety (90) days following the action or decisions, the Contractor may protest such action or decision by the delivery of a notice of protest to the Department and by which the Contractor may protest said action or decision and/or request an informal hearing with the Director of the Bureau of Drug and Alcohol Services.
  - 23.2.1. The Contractor shall provide the Department with an explanation of its position protesting the Department's action or decision.
  - 23.2.2. The Director shall determine a time that is mutually agreeable to the parties during which they may present their views on the disputed issues. It is understood that the presentation and discussion of the



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disputed issues will be informal in nature.

- 23.2.3. The Director shall provide written notice of the time, format and location of the presentation.
- 23.2.4. At the conclusion of the presentations, the Director shall consider all evidence and shall render a written recommendation as soon as practicable, but in no event more than thirty (30) days after the conclusion of the presentation.
- 23.2.5. The Director may appoint a designee to hear and determine the matter.

**24. State and Federal Requirements**

- 24.1. If there is any error, omission, or conflict in the requirements listed below, the applicable Federal, State, and Local regulations, rules and requirements shall control. The requirements specified below are provided herein to increase the Contractor's compliance.
- 24.2. The Contractor agrees to the following state and/or federal requirements for Program requirements for specialty treatment for pregnant and parenting women:
  - 24.2.1. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.
  - 24.2.2. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.
  - 24.2.3. The program provides or arranges for primary medical care for women who are receiving substance abuse services, including prenatal care.
  - 24.2.4. The program provides or arranges for child care with the women are receiving services.
  - 24.2.5. The program provides or arranges for primary pediatric care for the women's children, including immunizations.
  - 24.2.6. The program provides or arranges for gender-specific substance abuse treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, and parenting.
  - 24.2.7. The program provides or arranges for therapeutic interventions for children in custody of women in treatment which may, among other things, address the children's developmental needs and their issues of sexual abuse, physical abuse, and neglect.
  - 24.2.8. The program provides or arranges for sufficient case management and transportation services to ensure that the women and their children have access to the services described above.
  - 24.2.9. Arrange for means activities to assist the client in finding and engaging in a service, which may include, but is not limited to helping the client to locate an appropriate provider, referring clients to the needed service provider, setting up appointments for clients with those providers, and



Exhibit A

assisting the client with attending appointments with the service provider.

24.3. The Contractor agrees to the following state and federal requirements for all programs in this Contract as follows:

24.3.1. Within 7 days of reaching 90% of capacity, the program notifies the state that 90% capacity has been reached.

24.3.2. The program admits each individual who requests and is in need of treatment for intravenous drug abuse not later than:

24.3.1.1. 14 days after making the request; or

24.3.1.2. 120 days if the program has no capacity to admit the individual on the date of the request and, within 48 hours after the request, the program makes interim services available until the individual is admitted to a substance abuse treatment program

24.3.2. The program offers interim services that include, at a minimum, the following:

24.3.2.1. Counseling and education about HIV and Tuberculosis (TB), the risks of needle-sharing, the risks of transmission to sexual partners and infants, and steps that can be taken to ensure that HIV and TB transmission does not occur

24.3.2.2. Referral for HIV or TB treatment services, if necessary

24.3.2.3. Individual and/or group counseling on the effects of alcohol and other drug use on the fetus for pregnant women and referrals for prenatal care for pregnant women

24.3.3. The program has established a waiting list that includes a unique patient identifier for each injecting drug abuser seeking treatment, including patients receiving interim services while awaiting admission.

24.3.4. The program has a mechanism that enables it to:

24.3.4.1. Maintain contact with individuals awaiting admission

24.3.4.2. Admit or transfer waiting list clients at the earliest possible time to an appropriate treatment program within a service area that is reasonable to the client.

24.3.4.3. The program takes clients awaiting treatment off the waiting list only when one of the following conditions exist:

1. Such persons cannot be located for admission into treatment or

2. Such persons refuse treatment

24.3.5. The program carries out activities to encourage individuals in need of





Exhibit A

treatment services to undergo treatment by using scientifically sound outreach models such as those outlined below or, if no such models are applicable to the local situation, another approach which can reasonably be expected to be an effective outreach method.

- 24.3.6. The program has procedures for:
  - 24.3.6.1. Selecting, training, and supervising outreach workers.
  - 24.3.6.2. Contacting, communicating, and following up with high-risk substance abusers, their associates, and neighborhood residents within the constraints of Federal and State confidentiality requirements.
  - 24.3.6.3. Promoting awareness among injecting drug abusers about the relationship between injecting drug abuse and communicable diseases such as HIV.
  - 24.3.6.4. Recommending steps that can be taken to ensure that HIV transmission does not occur.
- 24.3.7. The program directly, or through arrangements with other public or non-profit private entities, routinely makes available the following TB services to each individual receiving treatment for substance abuse:
  - 24.3.7.1. Counseling the individual with respect to TB.
  - 24.3.7.2. Testing to determine whether the individual has been infected with mycobacteria TB to determine the appropriate form of treatment for the individual.
  - 24.3.7.3. Providing for or referring the individuals infected by mycobacteria TB appropriate medical evaluation and treatment.
- 24.3.8. For clients denied admission to the program on the basis of lack of capacity, the program refers such clients to other providers of TB services.
- 24.3.9. The program has implemented the infection control procedures that are consistent with those established by the Department to prevent the transmission of TB and that address the following:
  - 24.3.9.1. Screening patients and identification of those individuals who are at high risk of becoming infected.
  - 24.3.9.2. Meeting all State reporting requirements while adhering to Federal and State confidentiality requirements, including 42 CFR part 2.
  - 24.3.9.3. Case management activities to ensure that individuals receive



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such services.

- 24.3.9.4. The program reports all individuals with active TB as required by State law and in accordance with Federal and State confidentiality requirements, including 42 CFR part 2.
- 24.3.10. The program gives preference in admission to pregnant women who seek or are referred for and would benefit from Block Grant funded treatment services. Further, the program gives preference to clients in the following order:
  - 24.3.10.1. To pregnant and injecting drug users first.
  - 24.3.10.2. To other pregnant substance users second.
  - 24.3.10.3. To other injecting drug users third.
  - 24.3.10.4. To all other individuals fourth.
- 24.3.11. The program refers all pregnant women to the State when the program has insufficient capacity to provide services to any such pregnant women who seek the services of the program.
- 24.3.12. The program makes available interim services within 48 hours to pregnant women who cannot be admitted because of lack of capacity.
- 24.3.13. The program makes continuing education in treatment services available to employees who provide the services.
- 24.3.14. The program has in effect a system to protect patient records from inappropriate disclosure, and the system:
  - 24.3.14.1. Is in compliance with all Federal and State confidentiality requirements, including 42 CFR part 2.
  - 24.3.14.2. Includes provisions for employee education on the confidentiality requirements and the fact that disciplinary action may occur upon inappropriate disclosure.
- 24.3.15. The program does not expend SAPT Block Grant funds to provide inpatient hospital substance abuse services, except in cases when each of the following conditions is met:
  - 24.3.15.1. The individual cannot be effectively treated in a community-based, non-hospital, residential program.
  - 24.3.15.2. The daily rate of payment provided to the hospital for providing the services does not exceed the comparable daily rate provided by a community-based, non-hospital, residential program.
  - 24.3.15.3. A physician makes a determination that the following

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conditions have been met:

1. The primary diagnosis of the individual is substance abuse and the physician certifies that fact.
  2. The individual cannot be safely treated in a community-based, non-hospital, residential program.
  3. The service can be reasonably expected to improve the person's condition or level of functioning.
  4. The hospital-based substance abuse program follows national standards of substance abuse professional practice.
  5. The service is provided only to the extent that it is medically necessary (e.g., only for those days that the patient cannot be safely treated in community-based, non-hospital, residential program.)
- 24.3.16. The program does not expend Substance Abuse Prevention and Treatment (SAPT) Block Grant funds to purchase or improve land; purchase, construct, or permanently improve (other than minor remodeling) any building or other facility; or purchase major medical equipment.
- 24.3.17. The program does not expend SAPT Block Grant funds to satisfy and requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds.
- 24.3.18. The program does not expend SAPT Block Grant funds to provide financial assistance to any entity other than a public or nonprofit private entity.
- 24.3.19. The program does not expend SAPT Block Grant funds to make payments to intended recipients of health services.
- 24.3.20. The program does not expend SAPT Block Grant funds to provide individuals with hypodermic needles or syringes.
- 24.3.21. The program does not expend SAPT Block Grant funds to provide treatment services in penal or corrections institutions of the State.
- 24.3.22. The program uses the Block Grant as the "payment of last resort" for services for pregnant women and women with dependent children, TB services, and HIV services and, therefore, makes every reasonable effort to do the following:
- 24.3.22.1. Collect reimbursement for the costs of providing such services to persons entitled to insurance benefits under the Social Security Act, including programs under title XVIII and



Exhibit A

title XIX; any State compensation program, any other public assistance program for medical expenses, any grant program, any private health insurance, or any other benefit program.

24.3.22.2. Secure from patients of clients payments for services in accordance with their ability to pay.

24.4. The Contractor shall comply with all relevant state and federal laws such as but not limited to:

24.4.1. The Contractor shall, upon the direction of the State, provide court-ordered evaluation and a sliding fee scale (in Exhibit B) shall apply and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals.

24.4.2. The Contractor shall comply with the legal requirements governing human subject's research when considering research, including research conducted by student interns, using individuals served by this contract as subjects. Contractors must inform and receive the Department's approval prior to initiating any research involving subjects or participants related to this contract. The Department reserves the right, at its sole discretion, to reject any such human subject research requests.

24.4.3. Contractors shall comply with the Department's Sentinel Event Reporting Policy.



Exhibit B

**Method and Conditions Precedent to Payment**

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, of the General Provisions, for the services provided by the Contractor pursuant to Exhibit A.
2. This Agreement is funded by:
  - 2.1. New Hampshire General Funds;
  - 2.2. Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment Funds;
  - 2.3. Federal Funds from the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959); and
  - 2.4. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements.
3. The Contractor agrees to be reimbursed for services listed in Exhibit B-1 on a fee for service basis, unless otherwise stated. The Contractor agrees the fees for services are all-inclusive rates to deliver the services and to meet the requirements in Exhibit A.
4. Method for Charging Services under this Contract
  - 4.1. The Contractor agrees to:
    - 4.1.1. Directly bill and receive payments for services provided under this contract from public and private insurance plans, the clients, and the Department;
    - 4.1.2. Assuring a billing and payment system that enables expedited processing to the greatest degree possible so that a client's admittance into the program is not unduly delayed, and overpayments are immediately refunded.
    - 4.1.3. Maintaining an accurate accounting and records for all services billed, payments received and overpayments (if any) refunded.
  - 4.2. The Contractor agrees to determine and charge for services provided to an eligible client under this contract, as follows:
    - 4.2.1. The Contractor shall charge up to the Contract Rate, in Exhibit B-1, by first charging the client's private insurance when the insurers' rates are at or lower than the Contract Rate.
    - 4.2.2. The Contractor shall charge the client according to a Sliding fee scale, in Section 9, when the Contractor determines or anticipates that the private insurer will not remit payment for the full amount of the Contract Rate in Exhibit B-1.
    - 4.2.3. If, after the Contractor charges the client's insurer (if applicable) and the client, any portion of the Contract Rate remains unpaid, the Contractor shall charge the

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Department the balance (the Contract Rate less the private insurer and the client cost shares).

- 4.3. The Contractor agrees the amount charged to the client shall not exceed the Contract Rate in Exhibit B-1 multiplied by the corresponding percentage stated in Section 9 Sliding fee scale for the client's applicable income level.
  - 4.4. The Contractor shall not charge the combination of the public or private insurer, the client and the Department an amount greater than the Contract Rate in Exhibit B-1.
  - 4.5. In the event of an overpayment (wherein the combination of all payments received by the Contractor) for a given service exceeds the Contract Rate stated in Exhibit B-1, the Contractor shall refund the parties in the reverse order, unless the overpayment was due to insurer, client or Departmental error. In instances of payer error, the Contractor shall refund the party who erred, and adjust the charges to the other parties, according to a correct application of the Sliding Fee Schedule.
5. The Contractor shall submit billing through the Website Information Technology System (WITS) for services listed in Exhibit B-1, except for Integrated Medication Assisted (See Section 6) and Enhanced Services (See Section 7) as follows:
- 5.1. Enter encounter note(s) into WITS no later than three (3) days after the date the service was provided to the client
  - 5.2. Review the encounter notes no later than 20 days following the last day of the billing month, and notify the Department that encounter notes are ready for review.
  - 5.3. Correct errors, if any, in the encounter notes as identified by the Department no later than 7 days after being notified of the errors and notify the Department the notes have been corrected and are ready for review.
  - 5.4. Batch and transmit the encounter notes upon Department approval for the billing month.
    - 5.4.1. Submit separate batches for each billing month.
  - 5.5. Agrees that encounter notes submitted for review after sixty (60) days of the last day of the billing month may be subject to non-payment.
6. Payment for Medication Assisted Treatment (MAT) shall be as follows:
- 6.1. The Contractor agrees to invoice the Department separately from the Web Information Technology System (WITS) for Integrated Medication Assisted Treatment Services for Staff Time, Medication, and Physician Time.
  - 6.2. Staff Time: Staff Time is for non-medical staff time relative to the MAT program that is not billable as another service under this contract, such as consultation with a prescribing physician. The Contractor shall be reimbursed according to the contract rate, unit type and service limit in Exhibit B-1.
  - 6.3. Medication Contract Rate, Unit Type and Service Limit:

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**Exhibit B**

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- 6.3.1. The Contractor will be reimbursed for the Medication Assisted Treatment medication based on the Contractor's usual and customary charges according to Revised Statutes Annotated (RSA) 126-A:3 III. (b),
- 6.3.2. The Contractor will be reimbursed for Medication Assisted Treatment with Methadone or Buprenorphine in an Opiate Treatment Program (OTP) certified per New Hampshire Administrative Rule He-A 304 as follows: The Contractor will be reimbursed for Methadone or Buprenorphine based on the Medicaid rate, up to 7 days per week. The code for Methadone in an OTP is H0020, and the code for buprenorphine in an OTP is H0033. The Contractor agrees to invoice the Department separately from the Web Information Technology System (WITS) for Medication Assisted Treatment Services.
- 6.3.3. The Contractor will be reimbursed for up to 3 doses per client per day.
- 6.4. **Physician Time:** Physician Time is the time spent by a physician or other medical professional to provide Medication Assisted Treatment Services, including but not limited to assessing the client's appropriateness for a medication, prescribing and/or administering a medication, and monitoring the client's response to a medication. The Contractor shall be reimbursed according to the contract rate, unit type and service limit in Exhibit B-1.
- 6.5. The invoice at a minimum shall include:
  - 6.5.1. For non-medical staff time:
    - 6.5.1.1. A clear description of each expense including WITS Client ID #(s) when applicable;
    - 6.5.1.2. The amount of each expense; and
    - 6.5.1.3. The total of all expenses for the billing period in a Department defined invoice.
  - 6.5.2. For client medications:
    - 6.5.2.1. WITS Client ID #;
    - 6.5.2.2. Period for which prescription is intended;
    - 6.5.2.3. Name and dosage of the medication;
    - 6.5.2.4. Associated Medicaid Code;
    - 6.5.2.5. Charge for the medication.
    - 6.5.2.6. Client cost share for the service; and
    - 6.5.2.7. Amount being billed to the Department for the service.
  - 6.5.3. For physician and other medical professional services:
    - 6.5.3.1. WITS Client ID #;
    - 6.5.3.2. Date of Service;
    - 6.5.3.3. Description of service;
    - 6.5.3.4. Associated Medicaid Code;
    - 6.5.3.5. Charge for the service;



**Exhibit B**

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- 6.5.3.6. Client cost share for the service; and
- 6.5.3.7. Amount being billed to the Department for the service.

6.6. The Contractor will submit an invoice by the 20th day of each month, which identifies and requests reimbursement for authorized expenses incurred for medication assisted treatment in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement. Invoices must be submitted to:

Financial Manager  
Division of Community Based Care Services  
Bureau of Drug and Alcohol Services  
105 Pleasant Street,  
Main Bldg., 3<sup>rd</sup> Floor North  
Concord, NH 03301

7. Payment for Enhanced Services:

- 7.1. The Department will reimburse the Contractor for Enhanced Services based on actual activities and services directly provided to the client, as defined in Exhibit A, Section 6.1.1.3
- 7.2. The Contractor shall be reimbursed up to the amount in Exhibit B-1.
- 7.3. The Contractor shall submit actual expenses on a Department defined invoice.
- 7.4. The Contractor shall provide a clear description of each expense, the amount of each expense, and the total of all expenses for the billing period.
- 7.5. The Department will reimburse on allowable expenses, in accordance with applicable state and federal laws and regulations.
- 7.6. The Contractor will submit an invoice by the 20th day of each month, which identifies and requests reimbursement for authorized expenses incurred for enhanced services in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement. Invoices must be submitted to:

Financial Manager  
Division of Community Based Care Services  
Bureau of Drug and Alcohol Services  
105 Pleasant Street,  
Main Bldg., 3<sup>rd</sup> Floor North  
Concord, NH 03301

8. Payment for Crisis Services to Existing Clients and their Significant Others:

- 8.1. The Department will reimburse the Contractor for Crisis Services as a fee for service either as individual outpatient services or individual recovery support services (non-

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**Exhibit B**

clinical) as defined in Exhibit A, Section 5.2 or 5.3, respectively and at the rates, unit type, and service limit in Exhibit B-1.

**9. Sliding Fee Scale**

9.1. The Sliding Fee Scale shall apply to the services listed in Exhibit B-1 except Integrated Medication Assisted Treatment – Staff time that is not a direct service to a specific client(s) (See Section 6) and Enhanced Services (See Section 7) as follows:

9.2. The Contractor will charge the client their portion of the Contract Rate (Maximum Allowed Charge) found in Exhibit B-1, based on the following sliding fee scale as follows:

9.2.1. When the client's income is 0% to 138% of the Federal Poverty Level (FPL), the Contractor will charge the client 0% of the Contract Rate.

9.2.2. When the client's income is 139 to 149% of the Federal Poverty Level (FPL), the Contractor will charge the client 8% of the Contract Rate.

9.2.3. When the client's income is 150% to 199% of the Federal Poverty Level (FPL), the Contractor will charge the client 12% of the Contract Rate.

9.2.4. When the client's income is 200% to 249% of the Federal Poverty Level (FPL), the Contractor will charge the client 25% of the Contract Rate.

9.2.5. When the client's income is 250% to 299% of the Federal Poverty Level (FPL), the Contractor will charge the client 40% of the Contract Rate.

9.2.6. When the client's income is 300% to 349% of the Federal Poverty Level (FPL), the Contractor will charge the client 57% of the Contract Rate.

9.2.7. When the client's income is 350% to 399% of the Federal Poverty Level (FPL), the Contractor will charge the client 77% of the Contract Rate.

9.3. The Contractor shall not deny a minor child (under the age of 18) services because of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

**10. Non Reimbursement for Services**

10.1. The State will not reimburse the Contractor for services provided through this contract when a client has or may have an alternative payer for services described in this scope of work, such as:

10.1.1. Services covered by New Hampshire Health Protection Program for clients who are eligible for the New Hampshire Health Protection Program.

10.1.2. Services covered by New Hampshire Medicaid for clients who are eligible for New Hampshire Medicaid.

10.1.3. Services covered by Medicare for clients who are eligible for Medicare.

10.1.4. Services covered by the client's private insurer(s) at a rate greater than the contract rate (in Exhibit B-1) set by the Department.



**Exhibit B**

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- 10.2. Notwithstanding Section 10.1 above, the Contractor may seek reimbursement from the State for services provided under this contract when a client needs a service that is not covered by the payers listed in Section 10.1.
  
11. When the contract price limitation is reached the program shall continue to operate at full capacity at no charge to the Department for the duration of the contract period.
  
12. Funding may not be used to replace funding for a program already funded from another source.
  
13. The Contractor will keep records of their activities related to Department programs and services.
  
14. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
  
15. Contractor will have forty-five (45) days from the end of the contract period to submit to the Department final invoices for payment. Any adjustments made to a prior invoice will need to be accompanied by supporting documentation.
  
16. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:
  - 16.1. The Contractor agrees to use the SAPT funds as the payment of last resort.
  - 16.2. The Contractor agrees to the following funding restrictions on SAPT Block Grant expenditures to:
    - 16.2.1. Make cash payments to intended recipients of substance abuse services.
    - 16.2.2. Expend more than the amount of Block Grant funds expended in Federal Fiscal Year 1991 for treatment services provided in penal or correctional institutions of the State.
    - 16.2.3. Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
    - 16.2.4. Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.
  - 16.3. The Contractor agrees to the Charitable Choice federal statutory provisions as follows:



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16.3.1. Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

New Hampshire Department of Health and Human Services  
 Substance Use Disorder Treatment and Recovery Support Services  
 Exhibit B-1



**Service and Fee Table**

1. The Contractor shall be reimbursed for the Services and up to the Contract Rates in Table A below.  
 a. The Contract Rates in the Table A are the maximum allowed charged used in the Methods for Charging for Services under this Contract in Exhibit B, Section 4.

**Table A**

Service	Contract Rate (Maximum Allowed Charge)	Unit	Service Limit
Clinical Evaluation	\$250.00	Per evaluation	1 evaluation per 90 days, per client
Individual Outpatient	\$20.00	15 min	\$200 of combined individual & group per week, per client
Group Outpatient	\$6.00	15 min	
Intensive Outpatient	\$95.00	Per day and only on those days when the client attends individual and/or group counseling associated with the program.	4 days per week (\$380), per client
Integrated Medication Assisted Treatment - Contractor Staff Time	\$7.50	15 min.	3 hours per client per week
Integrated Medication Assisted Treatment - Physician Time	Rate Per Medicaid Physician Billing Codes: 99201 - 99205 and 99211 - 99215.	Unit Per Medicaid Physician Billing Codes: 99201 - 99205 and 99211 - 99215.	1 hour per client per week
Integrated Medication Assisted Treatment - Medication	See Exhibit B, Section 6.3	See Exhibit B, Section 6.3	See Exhibit B, Section 6.3
Continuous Recovery Monitoring - Attempted	\$15.00	Per 3 attempted contacts over the course of at least 1 week	\$60 of combined attempted and completed per month for the first 12 months post discharge, per client
Continuous Recovery Monitoring - Completed	\$15.00	Per 1 completed contact	
Individual Recovery Support Services (Non-Clinical)	\$15.00	15 min	\$160 of combined individual & group per week, per client
Group Recovery Support Services (Non-Clinical)	\$5.00	15 min	
Enhanced Services	Cost Reimbursement	Cost Reimbursement	Up to \$51,750, and according to Section 7 of Exhibit B. This amount is inclusive of the amount in the Box 1.8 of the P-37.



**SPECIAL PROVISIONS**

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
  - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
  - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

**RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:**

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
  - 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
  - 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
  - 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

New Hampshire Department of Health and Human Services  
Exhibit C



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
  - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
  - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
  
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
  
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
  - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
  
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
  
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
  
16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis



**New Hampshire Department of Health and Human Services  
Exhibit C**



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

**DEFINITIONS**

As used in the Contract, the following terms shall have the following meanings:

**COSTS:** Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

**DEPARTMENT:** NH Department of Health and Human Services.

**FINANCIAL MANAGEMENT GUIDELINES:** Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

**PROPOSAL:** If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

**UNIT:** For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

**FEDERAL/STATE LAW:** Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

**CONTRACTOR MANUAL:** Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

**SUPPLANTING OTHER FEDERAL FUNDS:** The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



**REVISIONS TO GENERAL PROVISIONS**

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
  4. **CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
  - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. The Division reserves the right to renew the Contract for up to two additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

*SR*

*4-11-16*



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner  
NH Department of Health and Human Services  
129 Pleasant Street,  
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
  - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
    - 1.2.1. The dangers of drug abuse in the workplace;
    - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
    - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
    - 1.4.1. Abide by the terms of the statement; and
    - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

New Hampshire Department of Health and Human Services  
Exhibit D



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
    - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

36 RT108 Somersworth, Strafford, NH 03878

Check  if there are workplaces on file that are not identified here.

Contractor Name:

4-11-16  
Date

Janet Laubsch  
Name:  
Title: CEO



**CERTIFICATION REGARDING LOBBYING**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- \*Temporary Assistance to Needy Families under Title IV-A
- \*Child Support Enforcement Program under Title IV-D
- \*Social Services Block Grant Program under Title XX
- \*Medicaid Program under Title XIX
- \*Community Services Block Grant under Title VI
- \*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name:

7-11-16  
Date

David Lautsch  
Name:  
Title: CEO



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

**PRIMARY COVERED TRANSACTIONS**

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
  - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

**LOWER TIER COVERED TRANSACTIONS**

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
  - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

4-11-16  
Date

David Cantuch  
Name:  
Title: CEO



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO  
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND  
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials

R



New Hampshire Department of Health and Human Services  
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

4-11-14  
Date

David Lewitsky  
Name:  
Title: CEO

Exhibit G

Contractor Initials DL

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

4-11-16  
Date

Annunzio Counts  
Name:  
Title: CEO



Exhibit I

**HEALTH INSURANCE PORTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.



Exhibit I

- i. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
  - I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

**(3) Obligations and Activities of Business Associate.**

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
  - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - o The unauthorized person used the protected health information or to whom the disclosure was made;
  - o Whether the protected health information was actually acquired or viewed
  - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

**(4) Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

**(5) Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

**(6) Miscellaneous**

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health & Human Services  
The State

Katja S. Fox  
Signature of Authorized Representative

Katja S. Fox  
Name of Authorized Representative

Director, Division of Behavioral Health  
Title of Authorized Representative

4-28-16  
Date

Goodwin Community Health  
Name of the Contractor

Janet Laatsch  
Signature of Authorized Representative

Janet Laatsch  
Name of Authorized Representative

CEO  
Title of Authorized Representative

4-11-16  
Date





**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
  - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
  - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

4-11-16  
Date

Robert Lantsch  
Name:  
Title: CEO



FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 780054164
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO                       YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO                       YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____



Exhibit K

Operational Requirements for all Programs

The contractor shall comply with the following requirements:

1. Requirements for Organizational or Program Changes.

The contractor shall provide the department with written notice at least 30 days prior to changes in any of the following:

- 1.1.1. Ownership;
- 1.1.2. Physical location;
- 1.1.3. Name.

1.2. When there is a new administrator, the following shall apply:

- 1.2.1. The contractor shall provide the department with immediate notice when an administrator position becomes vacant;
- 1.2.2. The contractor shall notify the department in writing as soon as possible prior to a change in administrator, and immediately upon the lack of an administrator, and provide the department with the following:
  - 1.2.2.1. The written disclosure of the new administrator required in Section 1.2 above;
  - 1.2.2.2. A resume identifying the name and qualifications of the new administrator; and
  - 1.2.2.3. Copies of applicable licenses for the new administrator;
- 1.2.3. When there is a change in the name, the contractor shall submit to the department a copy of the certificate of amendment from the New Hampshire Secretary of State, if applicable, and the effective date of the name change.
- 1.2.4. When a contractor discontinues a contracted program, it shall submit to the department:
  - 1.2.4.1. A plan to transfer, discharge or refer all clients being served in the contracted program; and
  - 1.2.4.2. A plan for the security and transfer of the client's records being served in the contracted program as required by Sections 12.8 – 12.10 below and with the consent of the client.

2. Inspections.

For the purpose of determining compliance with the contract, the contractor shall admit and allow any department representative at any time to inspect the following:

- 2.1.1. The facility premises;
  - 2.1.2. All programs and services provided under the contract; and
  - 2.1.3. Any records required by the contract.
- 2.2. A notice of deficiencies shall be issued when, as a result of any inspection, the department determines that the contractor is in violation of any of the contract requirements.
- 2.3. If the notice identifies deficiencies to be corrected, the contractor shall submit a plan of correction in accordance within 21 working days of receiving the inspection findings.

3. Administrative Remedies.

- 3.1. The department shall impose administrative remedies for violations of contract requirements, including:
  - 3.1.1. Requiring a contractor to submit a plan of correction (POC);
  - 3.1.2. Imposing a directed POC upon a contractor;
  - 3.1.3. Suspension of a contract; or
  - 3.1.4. Revocation of a contract.



Exhibit K

- 3.2. When administrative remedies are imposed, the department shall provide a written notice, as applicable, which:
  - 3.2.1. Identifies each deficiency;
  - 3.2.2. Identifies the specific remedy(s) that has been proposed; and
  - 3.2.3. Provides the contractor with information regarding the right to a hearing in accordance with RSA 541-A and He-C 200.
- 3.3. A POC shall be developed and enforced in the following manner:
  - 3.3.1. Upon receipt of a notice of deficiencies, the contractor shall submit a written POC within 21 days of the date on the notice describing:
    - 3.3.1.1. How the contractor intends to correct each deficiency;
    - 3.3.1.2. What measures will be put in place, or what system changes will be made to ensure that the deficiency does not recur; and
    - 3.3.1.3. The date by which each deficiency shall be corrected which shall be no later than 90 days from the date of submission of the POC;
  - 3.3.2. The department shall review and accept each POC that:
    - 3.3.2.1. Achieves compliance with contract requirements;
    - 3.3.2.2. Addresses all deficiencies and deficient practices as cited in the inspection report;
    - 3.3.2.3. Prevents a new violation of contract requirements as a result of implementation of the POC; and
    - 3.3.2.4. Specifies the date upon which the deficiencies will be corrected;
- 3.4. If the POC is acceptable, the department shall provide written notification of acceptance of the POC;
- 3.5. If the POC is not acceptable, the department shall notify the contractor in writing of the reason for rejecting the POC;
- 3.6. The contractor shall develop and submit a revised POC within 21 days of the date of the written notification in 3.5 above;
- 3.7. The revised POC shall comply with 3.3.1 above and be reviewed in accordance with 3.3.2 above;
- 3.8. If the revised POC is not acceptable to the department, or is not submitted within 21 days of the date of the written notification in 3.5 above, the contractor shall be subject to a directed POC in accordance with 3.12 below;
- 3.9. The department shall verify the implementation of any POC that has been submitted and accepted by:
  - 3.9.1. Reviewing materials submitted by the contractor;
  - 3.9.2. Conducting a follow-up inspection; or
  - 3.9.3. Reviewing compliance during the next scheduled inspection;
- 3.10. Verification of the implementation of any POC shall only occur after the date of completion specified by the contractor in the plan; and
- 3.11. If the POC or revised POC has not been implemented by the completion date, the contractor shall be issued a directed POC in accordance with 3.12 below.
- 3.12. The department shall develop and impose a directed POC that specifies corrective actions for the contractor to implement when:
  - 3.12.1. As a result of an inspection, deficiencies were identified that require immediate corrective action to protect the health and safety of the clients or personnel;
  - 3.12.2. A revised POC is not submitted within 21 days of the written notification from the department; or
  - 3.12.3. A revised POC submitted has not been accepted.



Exhibit K

4. Duties and Responsibilities of All Contractors.
  - 4.1. The contractor shall comply with all federal, state, and local laws, rules, codes, ordinances, licenses, permits, and approvals, and rules promulgated thereunder, as applicable.
  - 4.2. The contractor shall monitor, assess, and improve, as necessary, the quality of care and service provided to clients on an ongoing basis.
  - 4.3. The contractor shall provide for the necessary qualified personnel, facilities, equipment, and supplies for the safety, maintenance and operation of the contractor.
  - 4.4. The contractor shall develop and implement written policies and procedures governing its operation and all services provided.
  - 4.5. All policies and procedures shall be reviewed, revised, and trained on per contractor policy.
  - 4.6. The contractor shall:
    - 4.6.1. Employ an administrator responsible for the day-to-day operation of the contractor;
    - 4.6.2. Maintain a current job description and minimum qualifications for the administrator, including the administrator's authority and duties; and
    - 4.6.3. Establish, in writing, a chain of command that sets forth the line of authority for the operation of the contractor the staff position(s) to be delegated the authority and responsibility to act in the administrator's behalf when the administrator is absent.
  - 4.7. The contractor shall post the following documents in a public area:
    - 4.7.1. A copy of the contractor's policies and procedures relative to the implementation of client rights and responsibilities, including client confidentiality per 42 CFR Part 2; and
    - 4.7.2. The contractor's plan for fire safety, evacuation and emergencies identifying the location of, and access to all fire exits.
  - 4.8. The contractor or any employee shall not falsify any documentation or provide false or misleading information to the department.
  - 4.9. The contractor shall comply with all conditions of warnings and administrative remedies issued by the department, and all court orders.
  - 4.10. The contractor shall admit and allow any department representative to inspect the certified premises and all programs and services that are being provided at any time for the purpose of determining compliance with the contract.
  - 4.11. The contractor shall:
    - 4.11.1. Report all critical incidents and sentinel events to the department in accordance with Exhibit A, Section 20.2.3;
    - 4.11.2. Submit additional information if required by the department; and
    - 4.11.3. Report the event to other agencies as required by law.
  - 4.12. The contractor shall implement policies and procedures for reporting:
    - 4.12.1. Suspected child abuse, neglect or exploitation, in accordance with RSA 169-C:29-30; and
    - 4.12.2. Suspected abuse, neglect or exploitation of adults, in accordance with RSA 149-F:49.
  - 4.13. The contractor shall report all positive tuberculosis test results for personnel to the office of disease control in accordance with RSA 141-C:7, He-P 301.02 and He-P 301.03.
  - 4.14. For residential programs, if the contractor accepts a client who is known to have a disease reportable under He-P 301 or an infectious disease, which is any disease



Exhibit K

caused by the growth of microorganisms in the body which might or might not be contagious, the contractor shall follow the required procedures for the care of the clients, as specified by the United States Centers for Disease Control and Prevention 2007 Guideline for Isolation Precautions, Preventing Transmission of Infectious Agents in Healthcare Settings, June 2007.

- 4.15. Contractors shall implement state and federal regulations on client confidentiality, including provisions outlined in 42 CFR 2.13, RSA 172:8-a, and RSA 318-B:12;
- 4.16. A contractor shall, upon request, provide a client or the client's guardian or agent, if any, with a copy of his or her client record within the confines for 42 CFR Part 2.
- 4.17. The contractor shall develop policies and procedures regarding the release of information contained in client records, in accordance with 42 CFR Part 2, the Health Insurance Portability and Accountability Act (HIPAA), and RSA 318-B:10.
- 4.18. All records required by the contract shall be legible, current, accurate and available to the department during an inspection or investigation conducted in accordance with these rules.
- 4.19. Any contractor that maintains electronic records shall develop written policies and procedures designed to protect the privacy of clients and personnel that, at a minimum, include:
  - 4.19.1. Procedures for backing up files to prevent loss of data;
  - 4.19.2. Safeguards for maintaining the confidentiality of information pertaining to clients and staff; and
  - 4.19.3. Systems to prevent tampering with information pertaining to clients and staff.
- 4.20. The contractor's service site(s) shall:
  - 4.20.1. Be accessible to a person with a disability using ADA accessibility and barrier free guidelines per 42 U.S.C. 12131 et seq;
  - 4.20.2. Have a reception area separate from living and treatment areas;
  - 4.20.3. Have private space for personal consultation, charting, treatment and social activities, as applicable;
  - 4.20.4. Have secure storage of active and closed confidential client records; and
  - 4.20.5. Have separate and secure storage of toxic substances.
- 4.21. The contractor shall establish and monitor a code of ethics for the contractor and its staff, as well as a mechanism for reporting unethical conduct.

The contractor shall maintain specific policies on the following and shall submit these policies to the department for approval no later than 30 days after the effective date of the contract:

  - 4.21.1. Client rights, grievance and appeals policies and procedures;
  - 4.21.2. Progressive discipline, leading to administrative discharge;
  - 4.21.3. Reporting and appealing staff grievances;
  - 4.21.4. Policies on client alcohol and other drug use while in treatment;
  - 4.21.5. Policies on client and employee smoking that are in compliance with Exhibit A, Section 4.1.5;
  - 4.21.6. Drug-free workplace policy and procedures, including a requirement for the filing of written reports of actions taken in the event of staff misuse of alcohol or other drugs;
  - 4.21.7. Policies and procedures for holding a client's possessions;
  - 4.21.8. Secure storage of staff medications;
  - 4.21.9. A client medication policy;
  - 4.21.10. Urine specimen collection, as applicable, that:



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- 4.21.10.1. Ensure that collection is conducted in a manner that preserves client privacy as much as possible; and
- 4.21.10.2. Minimize falsification;
- 4.21.11. Safety and emergency procedures on the following:
  - 4.21.11.1. Medical emergencies;
  - 4.21.11.2. Infection control and universal precautions, including the use of protective clothing and devices;
  - 4.21.11.3. Reporting employee injuries;
  - 4.21.11.4. Fire monitoring, warning, evacuation, and safety drill policy and procedures;
  - 4.21.11.5. Emergency closings;
  - 4.21.11.6. Posting of the above safety and emergency procedures.
- 4.21.12. Procedures for protection of client records that govern use of records, storage, removal, conditions for release of information, and compliance with 42CFR, Part 2 and the Health Insurance Portability and Accountability Act (HIPAA); and
- 4.21.13. Procedures related to quality assurance and quality improvement.
- 5. Collection of Fees.
  - 5.1. The contractor shall maintain procedures regarding collections from client fees, private or public insurance, and other payers responsible for the client's finances; and
  - 5.2. At the time of screening and admission the contractor shall provide the client, and the client's guardian, agent, or personal representative, with a listing of all known applicable charges and identify what care and services are included in the charge.
- 6. Client Screening and Denial of Services.
  - 6.1. Contractors shall maintain a record of all client screenings, including:
    - 6.1.1. The client name and/or unique client identifier;
    - 6.1.2. The client referral source;
    - 6.1.3. The date of initial contact from the client or referring agency;
    - 6.1.4. The date of screening;
    - 6.1.5. The result of the screening, including the reason for denial of services if applicable;
    - 6.1.6. For any client who is placed on a waitlist, record of referrals to and coordination with interim services or reason that such a referral was not made;
    - 6.1.7. Record of all client contacts between screening and removal from the waitlist; and
    - 6.1.8. Date client was removed from the waitlist and the reason for removal
  - 6.2. For any client who is denied services, the contractor is responsible for:
    - 6.2.1. Informing the client of the reason for denial;
    - 6.2.2. Assisting the client in identifying and accessing appropriate available treatment;
  - 6.3. The contractor shall not deny services to a client solely because the client:
    - 6.3.1. Previously left treatment against the advice of staff;
    - 6.3.2. Relapsed from an earlier treatment;
    - 6.3.3. Is on any class of medications, including but not limited to opiates or benzodiazepines; or
    - 6.3.4. Has been diagnosed with a mental health disorder.
  - 6.4. The contractor shall report on 6.1 and 6.2 above at the request of the department.
- 7. Personnel Requirements.
  - 7.1. The contractor shall develop a current job description for all staff, including contracted staff, volunteers, and student interns, which shall include:
    - 7.1.1. Job title;



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- 7.1.2. Physical requirements of the position;
- 7.1.3. Education and experience requirements of the position;
- 7.1.4. Duties of the position;
- 7.1.5. Positions supervised; and
- 7.1.6. Title of immediate supervisor.
- 7.2. The contractor shall develop and implement policies regarding criminal background checks of prospective employees, which shall, at a minimum, include:
  - 7.2.1. Requiring a prospective employee to sign a release to allow the contractor to obtain his or her criminal record;
  - 7.2.2. Requiring the administrator or his or her designee to obtain and review a criminal records check from the New Hampshire department of safety for each prospective employee;
  - 7.2.3. Criminal background standards regarding the following, beyond which shall be reason to not hire a prospective employee in order to ensure the health, safety, or well-being of clients:
    - 7.2.3.1. Felony convictions in this or any other state;
    - 7.2.3.2. Convictions for sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation; and
    - 7.2.3.3. Findings by the department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation or any person; and
  - 7.2.4. Waiver of 7.2.3 above for good cause shown.
- 7.3. All staff, including contracted staff, shall:
  - 7.3.1. Meet the educational, experiential, and physical qualifications of the position as listed in their job description;
  - 7.3.2. Not exceed the criminal background standards established by 7.2.3 above, unless waived for good cause shown, in accordance with policy established in 7.2.4 above;
  - 7.3.3. Be licensed, registered or certified as required by state statute and as applicable;
  - 7.3.4. Receive an orientation within the first 3 days of work or prior to direct contact with clients, which includes:
    - 7.3.4.1. The contractor's code of ethics, including ethical conduct and the reporting of unprofessional conduct;
    - 7.3.4.2. The contractor's policies on client rights and responsibilities and complaint procedures;
    - 7.3.4.3. Confidentiality requirements as required by Sections 4.15 and 4.19.2 above and Section 17 below;
    - 7.3.4.4. Grievance procedures for both clients and staff as required in Section 4.22.1 and 4.22.3 above and Section 18 below.
    - 7.3.4.5. The duties and responsibilities and the policies, procedures, and guidelines of the position they were hired for;
    - 7.3.4.6. Topics covered by both the administrative and personnel manuals;
    - 7.3.4.7. The contractor's infection prevention program;
    - 7.3.4.8. The contractor's fire, evacuation, and other emergency plans which outline the responsibilities of personnel in an emergency; and
    - 7.3.4.9. Mandatory reporting requirements for abuse or neglect such as those found in RSA 161-F and RSA 169-C:29; and
  - 7.3.5. Sign and date documentation that they have taken part in an orientation as described in 7.3.4 above;





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- 7.3.6. Complete a mandatory annual in-service education, which includes a review of all elements described in 7.3.4 above.
- 7.4. Prior to having contact with clients, employees and contracted employees shall:
  - 7.4.1. Submit to the contractor proof of a physical examination or a health screening conducted not more than 12 months prior to employment which shall include at a minimum the following:
    - 7.4.1.1. The name of the examinee;
    - 7.4.1.2. The date of the examination;
    - 7.4.1.3. Whether or not the examinee has a contagious illness or any other illness that would affect the examinee's ability to perform their job duties;
    - 7.4.1.4. Results of a 2-step tuberculosis (TB) test, Mantoux method or other method approved by the Centers for Disease Control (CDC); and
    - 7.4.1.5. The dated signature of the licensed health practitioner;
  - 7.4.2. Be allowed to work while waiting for the results of the second step of the TB test when the results of the first step are negative for TB; and
  - 7.4.3. Comply with the requirements of the Centers for Disease Control Guidelines for Preventing the Transmission of Tuberculosis in Health Facilities Settings, 2005, if the person has either a positive TB test, or has had direct contact or potential for occupational exposure to Mycobacterium tuberculosis through shared air space with persons with infectious tuberculosis.
- 7.5. Employees, contracted employees, volunteers and independent contractors who have direct contact with clients who have a history of TB or a positive skin test shall have a symptomatology screen of a TB test.
- 7.6. The contractor shall maintain and store in a secure and confidential manner, a current personnel file for each employee, student, volunteer, and contracted staff. A personnel file shall include, at a minimum, the following:
  - 7.6.1. A completed application for employment or a resume, including:
  - 7.6.2. Identification data; and
  - 7.6.3. The education and work experience of the employee;
  - 7.6.4. A copy of the current job description or agreement, signed by the individual, that identifies the:
    - 7.6.4.1. Position title;
    - 7.6.4.2. Qualifications and experience; and
    - 7.6.4.3. Duties required by the position;
  - 7.6.5. Written verification that the person meets the contractor's qualifications for the assigned job description, such as school transcripts, certifications and licenses as applicable;
  - 7.6.6. A signed and dated record of orientation as required by 7.3.4 above;
  - 7.6.7. A copy of each current New Hampshire license, registration or certification in health care field and CPR certification, if applicable;
  - 7.6.8. Records of screening for communicable diseases results required in 7.4 above;
  - 7.6.9. Written performance appraisals for each year of employment including description of any corrective actions, supervision, or training determined by the person's supervisor to be necessary;
  - 7.6.10. Documentation of annual in-service education as required by 7.3.6 above;
  - 7.6.11. Information as to the general content and length of all continuing education or educational programs attended;



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- 7.6.12. A signed statement acknowledging the receipt of the contractor's policy setting forth the client's rights and responsibilities, including confidentiality requirements, and acknowledging training and implementation of the policy.
- 7.6.13. A statement, which shall be signed at the time the initial offer of employment is made and then annually thereafter, stating that he or she:
  - 7.6.13.1. Does not have a felony conviction in this or any other state;
  - 7.6.13.2. Has not been convicted of a sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation or pose a threat to the health, safety or well-being of a client; and
  - 7.6.13.3. Has not had a finding by the department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation of any person; and
- 7.6.14. Documentation of the criminal records check and any waivers per 7.2 above.
- 7.7. An individual need not re-disclose any of the matters in 7.6.13 and 7.6.14 above if the documentation is available and the contractor has previously reviewed the material and granted a waiver so that the individual can continue employment.
- 8. Clinical Supervision.
  - 8.1. Contractors shall comply with the following clinical supervision requirements for unlicensed counselors:
    - 8.1.1. Each unlicensed alcohol and drug counselor or Certified Recovery Support Worker (CRSW) shall be supervised by a New Hampshire-MLADC or LADC with the LCS credential at a ratio of one LADC to every 2 full-time equivalent positions that are unlicensed alcohol and drug counselors or CRSWs;
    - 8.1.2. Unlicensed counselors shall receive at least one hour of supervision for every 20 hours of direct client contact;
    - 8.1.3. Supervision shall be provided on an individual or group basis, or both, depending upon the employee's need, experience and skill level;
    - 8.1.4. Supervision shall include following techniques:
      - 8.1.4.1. Review of case records;
      - 8.1.4.2. Observation of interactions with clients;
      - 8.1.4.3. Skill development; and
      - 8.1.4.4. Review of case management activities; and
    - 8.1.5. Supervisors shall maintain a log of the supervision date, duration, content and who was supervised by whom;
    - 8.1.6. Individuals licensed or certified by the NH Board of Licensing for Alcohol and Other Drug Use Professionals shall receive supervision in accordance with RSA 330-C and the rules promulgated thereunder.
- 9. Clinical Services.
  - 9.1. Each contractor shall have and adhere to a clinical care manual which includes policies and procedures related to all clinical services provided.
  - 9.2. All clinical services provided shall:
    - 9.2.1. Focus on the client's strengths;
    - 9.2.2. Be sensitive and relevant to the diversity of the clients being served;
    - 9.2.3. Be client and family centered;
    - 9.2.4. Be trauma informed, which means designed to acknowledge the impact of violence and trauma on people's lives and the importance of addressing trauma in treatment; and
  - 9.3. Upon a client's admission, the contractor shall conduct a client orientation, either individually or by group, to include the following:



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- 9.3.1. Rules, policies, and procedures of the contractor, program, and facility;
- 9.3.2. Requirements for successfully completing the program;
- 9.3.3. The administrative discharge policy and the grounds for administrative discharge;
- 9.3.4. All applicable laws regarding confidentiality, including the limits of confidentiality and mandatory reporting requirements; and
- 9.3.5. Requiring the client to sign a receipt that the orientation was conducted.
- 9.3.6. Upon a client's admission to treatment, the contractor shall conduct an HIV/AIDS screening, to include:
  - 9.3.7. The provision of information;
  - 9.3.8. Risk assessment;
  - 9.3.9. Intervention and risk reduction education, and
  - 9.3.10. Referral for testing, if appropriate, within 7 days of admission;
10. Treatment and Rehabilitation.
  - 10.1. A LADC or unlicensed counselor under the supervision of a LADC shall develop and maintain a written treatment plan for each client in accordance with TAP 21: Addiction Counseling Competencies available at <http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1> which addresses all ASAM domains.
  - 10.2. Treatment plans shall be developed as follows:
    - 10.2.1. Within 7 days following admission to any residential program; and
    - 10.2.2. No later than the third session of an ambulatory treatment program.
  - 10.3. Individual treatment plans shall contain, at a minimum, the following elements:
    - 10.3.1. Goals, objectives, and interventions written in terms that are specific, measurable, attainable, realistic and timely.
    - 10.3.2. Identifies the recipient's clinical needs, treatment goals, and objectives;
    - 10.3.3. Identifies the client's strengths and resources for achieving goals and objectives in 10.3.1 above;
    - 10.3.4. Defines the strategy for providing services to meet those needs, goals, and objectives;
    - 10.3.5. Identifies referral to outside contractors for the purpose of achieving a specific goal or objective when the service cannot be delivered by the treatment program;
    - 10.3.6. Provides the criteria for terminating specific interventions; and
    - 10.3.7. Includes specification and description of the indicators to be used to assess the individual's progress.
    - 10.3.8. Documentation of participation by the client in the treatment planning process or the reason why the client did not participate; and
    - 10.3.9. Signatures of the client and the counselor agreeing to the treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.
  - 10.4. Treatment plans shall be updated based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent.
  - 10.5. Treatment plan updates shall include:
    - 10.5.1. Documentation of the degree to which the client is meeting treatment plan goals and objectives;
    - 10.5.2. Modification of existing goals or addition of new goals based on changes in the clients functioning relative to ASAM domains and treatment goals and objectives.



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- 10.5.3. The counselor’s assessment of whether or not the client needs to move to a different level of care based on changes in functioning in any ASAM domain and documentation of the reasons for this assessment.
- 10.5.4. The signature of the client and the counselor agreeing to the updated treatment plan, or if applicable, documentation of the client’s refusal to sign the treatment plan.
- 10.6. In addition to the individualized treatment planning in 10.3 above, all contractors shall provide client education on:
  - 10.6.1. Substance use disorders;
  - 10.6.2. Relapse prevention;
  - 10.6.3. Infectious diseases associated with injection drug use, including but not limited to, HIV, hepatitis, and TB;
  - 10.6.4. Sexually transmitted diseases;
  - 10.6.5. Emotional, physical, and sexual abuse;
  - 10.6.6. Nicotine use disorder and cessation options;
  - 10.6.7. The impact of drug and alcohol use during pregnancy, risks to the fetus, and the importance of informing medical practitioners of drug and alcohol use during pregnancy
- 10.7. Group education and counseling
  - 10.7.1. The contractor shall maintain an outline of each educational and group therapy session provided.
  - 10.7.2. All group counseling sessions shall be limited to 12 clients or fewer per counselor.
- 10.8. Progress notes
  - 10.8.1. A progress note shall be completed for each individual, group, or family treatment or education session.
  - 10.8.2. Each progress note shall contain the following components:
    - 10.8.2.1. Data, including self-report, observations, interventions, current issues/stressors, functional impairment, interpersonal behavior, motivation, and progress, as it relates to the current treatment plan;
    - 10.8.2.2. Assessment, including progress, evaluation of intervention, and obstacles or barriers; and
    - 10.8.2.3. Plan, including tasks to be completed between sessions, objectives for next session, any recommended changes, and date of next session; and
- 10.9. Residential programs shall maintain a daily shift change log which documents such things as client behavior and significant events that a subsequent shift should be made aware of.
11. Client Discharge and Transfer.
  - 11.1. A client shall be discharged from a program for the following reasons:
    - 11.1.1. Program completion or transfer based on changes in the client’s functioning relative to ASAM criteria;
    - 11.1.2. Program termination, including:
      - 11.1.2.1. Administrative discharge;
      - 11.1.2.2. Non-compliance with the program;
      - 11.1.2.3. The client left the program before completion against advice of treatment staff; and
    - 11.1.3. The client is inaccessible, such as the client has been jailed or hospitalized; and
  - 11.2. In all cases of client discharge or transfer, the counselor shall complete a narrative discharge summary, including, at a minimum:



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- 11.2.1. The dates of admission and discharge or transfer;
- 11.2.2. The client's psychosocial substance abuse history and legal history;
- 11.2.3. A summary of the client's progress toward treatment goals in all ASAM domains;
- 11.2.4. The reason for discharge or transfer;
- 11.2.5. The client's DSM 5 diagnosis and summary, to include other assessment testing completed during treatment;
- 11.2.6. A summary of the client's physical condition at the time of discharge or transfer;
- 11.2.7. A continuing care plan, including all ASAM domains;
- 11.2.8. A determination as to whether the client would be eligible for re-admission to treatment, if applicable; and
- 11.2.9. The dated signature of the counselor completing the summary.
- 11.3. The discharge summary shall be completed:
  - 11.3.1. No later than 7 days following a client's discharge or transfer from the program; or
  - 11.3.2. For withdrawal management services, by the end of the next business day following a client's discharge or transfer from the program.
- 11.4. When transferring a client, either from one level of care to another within the same certified contractor agency or to another treatment contractor, the counselor shall:
  - 11.4.1. Complete a progress note on the client's treatment and progress towards treatment goals, to be included in the client's record; and
  - 11.4.2. Update the client assessment and treatment plan.
- 11.5. When transferring a client to another treatment contractor, the current contractor shall forward copies of the following information to the receiving contractor, only after a release of confidential information is signed by the client:
  - 11.5.1. The discharge summary;
  - 11.5.2. Client demographic information, including the client's name, date of birth, address, telephone number, and the last 4 digits of his or her Social Security number; and
  - 11.5.3. A diagnostic assessment statement and other assessment information, including:
    - 11.5.3.1. TB test results;
    - 11.5.3.2. A record of the client's treatment history; and
    - 11.5.3.3. Documentation of any court-mandated or agency-recommended follow-up treatment.
- 11.6. The counselor shall meet with the client at the time of discharge or transfer to establish a continuing care plan that:
  - 11.6.1. Includes recommendations for continuing care in all ASAM domains;
  - 11.6.2. Addresses the use of self-help groups including, when indicated, facilitated self-help; and
  - 11.6.3. Assists the client in making contact with other agencies or services.
- 11.7. The counselor shall document in the client record if and why the meeting in Section 11.6 above could not take place.
- 11.8. A contractor may administratively discharge a client from a program only if:
  - 11.8.1. The client's behavior on program premises is abusive, violent, or illegal;
  - 11.8.2. The client is non-compliant with prescription medications;
  - 11.8.3. Clinical staff documents therapeutic reasons for discharge, which may include the client's continued use of illicit drugs or an unwillingness to follow appropriate clinical interventions; or



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11.8.4. The client violates program rules in a manner that is consistent with the contractor's progressive discipline policy.

12. Client Record System.

12.1. Each contractor shall have policies and procedures to implement a comprehensive client record system, in either paper form or electronic form, or both, that complies with this section.

The client record of each client served shall communicate information in a manner that is:

- 12.1.1. Organized into related sections with entries in chronological order;
- 12.1.2. Easy to read and understand;
- 12.1.3. Complete, containing all the parts; and
- 12.1.4. Up-to-date, including notes of most recent contacts.

12.2. The client record shall include, at a minimum, the following components, organized as follows:

12.2.1. First section, Intake/Initial Information:

12.2.1.1. Identification data, including the client's:

- 12.2.1.1.1. Name;
- 12.2.1.1.2. Date of birth;
- 12.2.1.1.3. Address;
- 12.2.1.1.4. Telephone number; and
- 12.2.1.1.5. The last 4 digits of the client's Social Security number;

12.2.1.2. The date of admission;

12.2.1.3. If either of these have been appointed for the client, the name and address of:

- 12.2.1.3.1. The guardian; and
- 12.2.1.3.2. The representative payee;

12.2.1.4. The name, address, and telephone number of the person to contact in the event of an emergency;

12.2.1.5. Contact information for the person or entity referring the client for services, as applicable;

12.2.1.6. The name, address, and telephone number of the primary health care contractor;

12.2.1.7. The name, address, and telephone number of the behavioral health care contractor, if applicable;

12.2.1.8. The name and address of the client's public or private health insurance contractor(s), or both;

12.2.1.9. The client's religious preference, if any;

12.2.1.10. The client's personal health history;

12.2.1.11. The client's mental health history;

12.2.1.12. Current medications;

12.2.1.13. Records and reports prepared prior to the client's current admission and determined by the counselor to be relevant; and

12.2.1.14. Signed receipt of notification of client rights;

12.2.2. Second section, Screening/Assessment/Evaluation:

12.2.2.1. Documentation of all elements of screening, assessment and evaluation required by Exhibit A, Sections 6 and 10.2;

12.2.3. Third section, Treatment Planning:

12.2.3.1. The individual treatment plan, updated at designated intervals in accordance with Sections 10.2 – 10.5 above; and



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- 12.2.3.2. Signed and dated progress notes and reports from all programs involved, as required by Section 10.8 above;
- 12.2.4. Fourth section, Discharge Planning:
  - 12.2.4.1. A narrative discharge summary, as required by Sections 11.2 and 11.3 above;
  - 12.2.5. Fifth section, Releases of Information/Miscellaneous:
    - 12.2.5.1. Release of information forms compliant with 42 CFR, Part 2;
    - 12.2.5.2. Any correspondence pertinent to the client; and
    - 12.2.5.3. Any other information the contractor deems significant.
- 12.3. If the contractor utilizes a paper format client record system, then the sections in Section 12.3 above shall be tabbed sections.
- 12.4. If the contractor utilizes an electronic format, the sections in Section 12.3 above shall not apply provided that all information listed in Section 12.3 above is included in the electronic record.
- 12.5. All client records maintained by the contractor or its sub-contractors, including paper files, facsimile transmissions, or electronic data transfers, shall be strictly confidential.
- 12.6. All confidential information shall be maintained within a secure storage system at all times as follows:
  - 12.6.1. Paper records and external electronic storage media shall be kept in locked file cabinets;
  - 12.6.2. All electronic files shall be password protected; and
  - 12.6.3. All confidential notes or other materials that do not require storage shall be shredded immediately after use.
  - 12.6.4. Contractors shall retain client records after the discharge or transfer of the client, as follows:
    - 12.6.4.1. For a minimum of 7 years for an adult; and
    - 12.6.4.2. For a minimum of 7 years after age of majority for children.
- 12.7. In the event of a program closure, the contractor closing its treatment program shall arrange for the continued management of all client records. The closing contractor shall notify the department in writing of the address where records will be stored and specify the person managing the records.
- 12.8. The closing contractor shall arrange for storage of each record through one or more of the following measures:
  - 12.8.1. Continue to manage the records and give written assurance to the department that it will respond to authorized requests for copies of client records within 10 working days;
  - 12.8.2. Transfer records of clients who have given written consent to another contractor; or
  - 12.8.3. Enter into a limited service organization agreement with another contractor to store and manage records.
- 13. Medication Services.
  - 13.1. No administration of medications, including physician samples, shall occur except by a licensed medical practitioner working within their scope of practice.
  - 13.2. All prescription medications brought by a client to program shall be in their original containers and legibly display the following information:
    - 13.2.1. The client's name;
    - 13.2.2. The medication name and strength;
    - 13.2.3. The prescribed dose;
    - 13.2.4. The route of administration;



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- 13.2.5. The frequency of administration; and
- 13.2.6. The date ordered.
- 13.3. Any change or discontinuation of prescription medications shall require a written order from a licensed practitioner.
- 13.4. All prescription medications, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be kept on the client's person or stored in the client's room, shall be stored as follows:
  - 13.4.1. All medications shall be kept in a storage area that is:
    - 13.4.1.1. Locked and accessible only to authorized personnel;
    - 13.4.1.2. Organized to allow correct identification of each client's medication(s);
    - 13.4.1.3. Illuminated in a manner sufficient to allow reading of all medication labels; and
    - 13.4.1.4. Equipped to maintain medication at the proper temperature;
  - 13.4.2. Schedule II controlled substances, as defined by RSA 318-B:1-b, shall be kept in a separately locked compartment within the locked medication storage area and accessible only to authorized personnel; and
  - 13.4.3. Topical liquids, ointments, patches, creams and powder forms of products shall be stored in a manner such that cross-contamination with oral, optic, ophthalmic, and parenteral products shall not occur.
- 13.5. Medication belonging to personnel shall not be accessible to clients, nor stored with client medication.
- 13.6. Over-the-counter (OTC) medications shall be handled in the following manner:
  - 13.6.1. Only original, unopened containers of OTC medications shall be allowed to be brought into the program;
  - 13.6.2. OTC medication shall be stored in accordance with Section 13.4 above.
  - 13.6.3. OTC medication containers shall be marked with the name of the client using the medication and taken in accordance with the directions on the medication container or as ordered by a licensed practitioner;
- 13.7. All medications self-administered by a client, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be taken by the client without supervision, shall be supervised by the program staff, as follows:
  - 13.7.1. Staff shall remind the client to take the correct dose of his or her medication at the correct time;
  - 13.7.2. Staff may open the medication container but shall not be permitted to physically handle the medication itself in any manner;
  - 13.7.3. Staff shall remain with the client to observe them taking the prescribed dose and type of medication;
- 13.8. For each medication taken, staff shall document in an individual client medication log the following:
  - 13.8.1. The medication name, strength, dose, frequency and route of administration;
  - 13.8.2. The date and the time the medication was taken;
  - 13.8.3. The signature or identifiable initials of the person supervising the taking of said medication; and
  - 13.8.4. The reason for any medication refused or omitted.
- 13.9. Upon a client's discharge:
  - 13.9.1. The client medication log in Section 13.8 above shall be included in the client's record; and
  - 13.9.2. The client shall be given any remaining medication to take with him or her
- 14. Notice of Client Rights





Exhibit K

- 14.1. Programs shall inform clients of their rights under these rules in clear, understandable language and form, both verbally and in writing as follows:
  - 14.1.1. Applicants for services shall be informed of their rights to evaluations and access to treatment;
  - 14.1.2. Clients shall be advised of their rights upon entry into any program and at least once a year after entry;
  - 14.1.3. Initial and annual notifications of client rights in Section 14 above shall be documented in the client's record; and
- 14.2. Every program within the service delivery system shall post notice of the rights, as follows:
  - 14.2.1. The notice shall be posted continuously and conspicuously;
  - 14.2.2. The notice shall be presented in clear, understandable language and form; and
  - 14.2.3. Each program and residence shall have on the premises complete copies of rules pertaining to client rights that are available for client review.
15. Fundamental Rights.
  - 15.1. No person receiving treatment for a substance use disorder shall be deprived of any legal right to which all citizens are entitled solely by reason of that person's admission to the treatment services system.
16. Personal Rights.
  - 16.1. Persons who are applicants for services or clients in the service delivery system shall be treated by program staff with dignity and respect at all times.
  - 16.2. Clients shall be free from abuse, neglect and exploitation including, at a minimum, the following:
    - 16.2.1. Freedom from any verbal, non-verbal, mental, physical, or sexual abuse or neglect;
    - 16.2.2. Freedom from the intentional use of physical force except the minimum force necessary to prevent harm to the client or others; and
    - 16.2.3. Freedom from personal or financial exploitation.
  - 16.3. Clients shall have the right to privacy.
17. Client Confidentiality
  - 17.1. All contractors shall adhere to the confidentiality requirements in 42 CFR part 2.
  - 17.2. In cases where a client, attorney or other authorized person, after review of the record, requests copies of the record, a program shall make such copies available free of charge for the first 25 pages and not more than 25 cents per page thereafter.
  - 17.3. If a minor age 12 or older is treated for drug abuse without parental consent as authorized by RSA 318:B12-a, the following shall apply:
    - 17.3.1. The minor's signature alone shall authorize a disclosure; and
    - 17.3.2. Any disclosure to the minor's parents or guardians shall require a signed authorization to release.
18. Client Grievances
  - 18.1. Clients shall have the right to complain about any matter, including any alleged violation of a right afforded by these rules or by any state or federal law or rule.
  - 18.2. Any person shall have the right to complain or bring a grievance on behalf of an individual client or a group of clients.
  - 18.3. The rules governing procedures for protection of client rights found at He-C 200 shall apply to such complaints and grievances.
19. Treatment Rights.
  - 19.1. Each client shall have the right to adequate and humane treatment, including:
    - 19.1.1. The right of access to treatment including:



Exhibit K

- 19.1.1.1. The right to evaluation to determine an applicant's need for services and to determine which programs are most suited to provide the services needed;
- 19.1.1.2. The right to provision of necessary services when those services are available, subject to the admission and eligibility policies and standards of each program; and
- 19.1.2. The right to quality treatment including:
  - 19.1.2.1. Services provided in keeping with evidence-based clinical and professional standards applicable to the persons and programs providing the treatment and to the conditions for which the client is being treated;
- 19.1.3. The right to receive services in such a manner as to promote the client's full participation in the community;
- 19.1.4. The right to receive all services or treatment to which a person is entitled in accordance with the time frame set forth in the client's individual treatment plan;
- 19.1.5. The right to an individual treatment plan developed, reviewed and revised in accordance with Sections 10.1 – 10.5 above which addresses the client's own goals;
- 19.1.6. The right to receive treatment and services contained in an individual treatment plan designed to provide opportunities for the client to participate in meaningful activities in the communities in which the client lives and works;
- 19.1.7. The right to service and treatment in the least restrictive alternative or environment necessary to achieve the purposes of treatment including programs which least restrict:
  - 19.1.7.1. Freedom of movement; and
  - 19.1.7.2. Participation in the community, while providing the level of support needed by the client;
- 19.1.8. The right to be informed of all significant risks, benefits, side effects and alternative treatment and services and to give consent to any treatment, placement or referral following an informed decision such that:
  - 19.1.8.1. Whenever possible, the consent shall be given in writing; and
  - 19.1.8.2. In all other cases, evidence of consent shall be documented by the program and shall be witnessed by at least one person;
- 19.1.9. The right to refuse to participate in any form of experimental treatment or research;
- 19.1.10. The right to be fully informed of one's own diagnosis and prognosis;
- 19.1.11. The right to voluntary placement including the right to:
  - 19.1.11.1. Seek changes in placement, services or treatment at any time; and
  - 19.1.11.2. Withdraw from any form of voluntary treatment or from the service delivery system;
- 19.1.12. The right to services which promote independence including services directed toward:
  - 19.1.12.1. Eliminating, or reducing as much as possible, the client's needs for continued services and treatment; and
  - 19.1.12.2. Promoting the ability of the clients to function at their highest capacity and as independently as possible;
- 19.1.13. The right to refuse medication and treatment;
- 19.1.14. The right to referral for medical care and treatment including, if needed, assistance in finding such care in a timely manner;
- 19.1.15. The right to consultation and second opinion including:
  - 19.1.15.1. At the client's own expense, the consultative services of:



Exhibit K

- 19.1.15.1.1. Private physicians;
- 19.1.15.1.2. Psychologists;
- 19.1.15.1.3. Licensed drug and alcohol counselors; and
- 19.1.15.1.4. Other health practitioners; and
- 19.1.15.2. Granting to such health practitioners reasonable access to the client, as required by Section 19.1.15, in programs and allowing such practitioners to make recommendations to programs regarding the services and treatment provided by the programs;
- 19.1.16. The right, upon request, to have one or more of the following present at any treatment meeting requiring client participation and informed decision-making:
  - 19.1.16.1. Guardian;
  - 19.1.16.2. Representative;
  - 19.1.16.3. Attorney;
  - 19.1.16.4. Family member;
  - 19.1.16.5. Advocate; or
  - 19.1.16.6. Consultant; and
- 19.1.17. The right to freedom from restraint including the right to be free from seclusion and physical, mechanical or pharmacological restraint.
- 19.2. No treatment professional shall be required to administer treatment contrary to such professional's clinical judgment.
- 19.3. Programs shall, whenever possible, maximize the decision-making authority of the client.
- 19.4. In furtherance of Section 19.3 above, the following provisions shall apply to clients for whom a guardian has been appointed by a court of competent jurisdiction:
  - 19.4.1. The program shall ensure that in the course of service provision, the guardian and all persons involved in the provision of service are made aware of the client's views, preferences and aspirations;
  - 19.4.2. A guardian shall only make decisions that are within the scope of the powers set forth in the guardianship order issued by the court;
  - 19.4.3. The program shall request a copy of the guardianship order from the guardian and the order shall be kept in the client's record at the program;
  - 19.4.4. If any issues arise relative to the provision of services and supports which are outside the scope of the guardian's decision-making authority as set forth in the guardianship order, the client's choice and preference relative to those issues shall prevail unless the guardian's authority is expanded by the court to include those issues;
  - 19.4.5. A program shall take such steps as are necessary to prevent a guardian from exceeding the decision-making authority granted by the court including:
    - 19.4.5.1. Reviewing with the guardian the limits on his or her decision-making authority; and
    - 19.4.5.2. If necessary, bringing the matter to the attention of the court that appointed the guardian;
  - 19.4.6. The guardian shall act in a manner that furthers the best interests of the client;
  - 19.4.7. In acting in the best interests of the client, the guardian shall take into consideration the views, preferences and aspirations of the client;
  - 19.4.8. The program shall take such steps as are necessary to prevent a guardian from acting in a manner that does not further the best interests of the client and, if necessary, bring the matter to the attention of the court that appointed the guardian; and



Exhibit K

- 19.4.9. In the event that there is a dispute between the program and the guardian, the program shall inform the guardian of his or her right to bring the dispute to the attention of the probate court that appointed the guardian.
20. Termination of Services.
- 20.1. A client shall be terminated from a contractor's service if the client:
- 20.1.1. Endangers or threatens to endanger other clients or staff, or engages in illegal activity on the property of the program;
  - 20.1.2. Is no longer benefiting from the service(s) he or she is receiving;
  - 20.1.3. Cannot agree with the program on a mutually acceptable course of treatment;
  - 20.1.4. Refuses to pay for the services that he or she is receiving despite having the financial resources to do so; or
  - 20.1.5. Refuses to apply for benefits that could cover the cost of the services that he or she is receiving despite the fact that the client is or might be eligible for such benefits.
- 20.2. A termination from a contractor's services shall not occur unless the program has given both written and verbal notice to the client and client's guardian, if any, that:
- 20.2.1. Give the effective date of termination;
  - 20.2.2. List the clinical or management reasons for termination; and
  - 20.2.3. Explain the rights to appeal and the appeal process pursuant to He-C 200.
- 20.3. A contractor shall document in the record of a client who has been terminated that:
- 20.3.1. The client has been notified of the termination; and
  - 20.3.2. The termination has been approved by the program director.
21. Client Rights in Residential Programs.
- 21.1. In addition to the foregoing rights, clients of residential programs shall also have the following rights:
- 21.1.1. The right to a safe, sanitary and humane living environment;
  - 21.1.2. The right to privately communicate with others, including:
    - 21.1.2.1. The right to send and receive unopened and uncensored correspondence;
    - 21.1.2.2. The right to have reasonable access to telephones and to be allowed to make and to receive reasonable numbers of telephone calls except that residential programs may require a client to reimburse them for the cost of any calls made by the client;
    - 21.1.2.3. The right to receive and to refuse to receive visitors except that residential programs may impose reasonable restrictions on the number and time of visits in order to ensure effective provision of services; and
  - 21.1.3. The right to engage in social and recreational activities including the provision of regular opportunities for clients to engage in such activities;
  - 21.1.4. The right to privacy, including the following:
    - 21.1.4.1. The right to courtesies such as knocking on closed doors before entering and ensuring privacy for telephone calls and visits;
    - 21.1.4.2. The right to opportunities for personal interaction in a private setting except that any conduct or activity which is illegal shall be prohibited; and
    - 21.1.4.3. The right to be free from searches of their persons and possessions except in accordance with applicable constitutional and legal standards;
  - 21.1.5. The right to individual choice, including the following:
    - 21.1.5.1. The right to keep and wear their own clothes;
    - 21.1.5.2. The right to space for personal possessions;
    - 21.1.5.3. The right to keep and to read materials of their own choosing;
    - 21.1.5.4. The right to keep and spend their own money; and



Exhibit K

- 
- 21.1.5.5. The right not to work and to be compensated for any work performed, except that:
    - 21.1.5.5.1. Clients may be required to perform personal housekeeping tasks within the client's own immediate living area and equitably share housekeeping tasks within the common areas of the residence, without compensation; and
    - 21.1.5.5.2. Clients may perform vocational learning tasks or work required for the operation or maintenance of a residential program, if the work is consistent with their individual treatment plans and the client is compensated for work performed; and
  - 21.1.6. The right to be reimbursed for the loss of any money held in safekeeping by the residence.
  - 21.2. Nothing in Section 21 shall prevent a residence from having policies governing the behavior of the residents.
  - 21.3. Clients shall be informed of any house policies upon admission to the residence.
  - 21.4. House policies shall be posted and such policies shall be in conformity with this section.
  - 21.5. House policies shall be periodically reviewed for compliance with this section in connection with quality assurance site visits.
  - 21.6. Notwithstanding Section 21.1.4.3 above, contractors may develop policies and procedures that allow searches for alcohol and illicit drugs be conducted:
    - 21.6.1. Upon the client's admission to the program; and
    - 21.6.2. If probable cause exists, including such proof as:
      - 21.6.2.1. A positive test showing presence of alcohol or illegal drugs; or
      - 21.6.2.2. Showing physical signs of intoxication or withdrawal.



**State of New Hampshire  
Department of Health and Human Services  
Amendment #2 to the  
Substance Use Disorder Treatment and Recovery Support Services Contract**

This 2<sup>nd</sup> Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment 2") dated this 15<sup>th</sup> day of May, 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Grafton County Department of Corrections (hereinafter referred to as "the Contractor"), a political subdivision of the State of New Hampshire with a place of business at 3787 Dartmouth College Highway, North Haverhill, NH, 03774.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on March 23, 2016 (Item #6), and amended by an agreement (Amendment #1 to the Contract) approved on June 29, 2016 (Item #25) by Governor and Executive Council, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18, and Exhibit C-1 Paragraph 3, the Department reserves the right to renew the Contract for up to two additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council; and

WHEREAS, the parties agree to extend the completion date of the agreement by three (3) months, and increase the price limitation.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

1. General Provisions (Form P-37), Block 1.6, to add Account Numbers:  
05-095-092-920510-33820000-102-500734  
05-095-092-920510-33840000-102-500734
2. General Provisions (Form P-37), Block 1.7, to read September 30, 2017.
3. General Provisions (Form P-37), Block 1.8, to increase Price Limitation to read: \$113,200.
4. General Provisions (Form P-37), Block 1.9, to read Jonathan V. Gallo, Esq., Interim Director of Contracts and Procurement.
5. General Provisions (Form P-37), Block 1.10 to read 603-271-9246.
6. Add to Exhibit A, Section 1.3 to read:
  - 1.3 Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennium.

**New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services**



This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

5/25/17  
Date

Katja S. Fox  
Katja S. Fox  
Director

Grafton County Department of Corrections

5/16/17  
Date

Julie L. Libby  
Name:  
Title:

Acknowledgement of Contractor's signature:

State of New Hampshire County of Grafton on May 16, 2017 before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Leslie A. Lackie  
Signature of Notary Public or Justice of the Peace

Leslie A. Lackie Notary  
Name and Title of Notary or Justice of the Peace

My Commission Expires: November 20, 2018

**New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services**



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6/5/17  
Date

*Thomas Brodyck*  
Name: *Thomas Brodyck*  
Title: *Assistant Attorney General*

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:



# CERTIFICATE OF VOTE

I, Linda D. Lauer, do hereby certify that:

(Name of the elected Officer of the Agency: cannot be contract signatory)

1. I am a duly elected Officer of Grafton County  
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Commissioners of the Agency duly held on May 16, 2017:  
(Date)

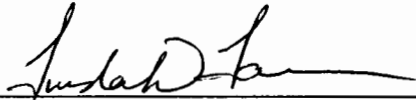
**RESOLVED:** That the County Administrator  
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 16th day of May, 2017.  
(Date Contract Signed)

4. Julie L Libby is the duly appointed County Administrator  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

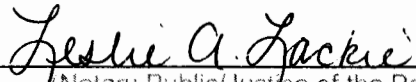
  
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Grafton

The forgoing instrument was acknowledged before me this 16th day of May, 2017.

By Linda D. Lauer  
(Name of Elected Officer of the Agency)

  
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: November 20, 2018



## CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex<sup>3</sup>) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex<sup>3</sup> is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex<sup>3</sup> is entitled to the categories of coverage set forth below. In addition, Primex<sup>3</sup> may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex<sup>3</sup>, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex<sup>3</sup> Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only, Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex<sup>3</sup>. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

<b>Participating Member:</b> Grafton County 3855 Dartmouth College Highway Box #1 North Haverhill, NH 03774		<b>Member Number:</b> 603	<b>Company Affording Coverage:</b> NH Public Risk Management Exchange - Primex <sup>3</sup> Bow Brook Place 46 Donovan Street Concord, NH 03301-2624	
Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, if Not	
<input checked="" type="checkbox"/> <b>General Liability (Occurrence Form)</b> <b>Professional Liability (describe)</b> <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2016	7/1/2017	Each Occurrence	\$ 5,000,000
	7/1/2017	7/1/2018	General Aggregate	\$ 5,000,000
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
<input type="checkbox"/> <b>Automobile Liability</b> Deductible    Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
			Aggregate	
<input checked="" type="checkbox"/> <b>Workers' Compensation &amp; Employers' Liability</b>	7/1/2016	7/1/2017	<input checked="" type="checkbox"/> Statutory	\$2,000,000
	7/1/2017	7/1/2018	Each Accident	\$2,000,000
			Disease -- Each Employee	
			Disease -- Policy Limit	
<input type="checkbox"/> <b>Property (Special Risk includes Fire and Theft)</b>			Blanket Limit, Replacement Cost (unless otherwise stated)	
<b>Description:</b> Proof of Primex Member coverage only.				

<b>CERTIFICATE HOLDER:</b>	<b>Additional Covered Party</b>	<b>Loss Payee</b>	<b>Primex<sup>3</sup> - NH Public Risk Management Exchange</b>  By: <i>Tammy Denver</i>  Date: 5/15/2017    tdenver@nhprimex.org  Please direct inquires to: <b>Primex<sup>3</sup> Claims/Coverage Services</b> 603-225-2841 phone 603-228-3833 fax
State of NH DHHS 129 Pleasant St Concord, NH 03301			



# Chapter 1 - Administration Management

## Section 2 - General Administration - 1.A.2 - Mission Statement

**Effective** 1/1/13

**Reevaluate**

**Version Date** 01/07/13

09:16

**Policy:**

The mission of the Grafton County Department of Corrections is to contribute to public safety by maintaining a balanced correctional system of institutional and community programs that provide a range of control and rehabilitative options for criminal offenders and those offenders awaiting trial.

**Guiding Operational Philosophy**

- We shall demonstrate the highest ethical and professional standards in all our operations
- We shall maintain appropriate safe, secure, and humane correctional environments while providing supervision, control, and rehabilitative opportunities for offenders
- We are accountable to the public for our operations and shall maintain cooperation and open communications with law enforcement agencies, governmental entities, and members of the community
- We are accountable to each other in the application of our mission and shall commit to operating as a TEAM first - ensuring the safety and security of those in our custody, our co-workers, volunteers, and members of the public

## INDEPENDENT AUDITORS' REPORT

To the Board of Commissioners  
County of Grafton, New Hampshire

### **Report on the Financial Statements**

We have audited the accompanying financial statements of the governmental activities, the major fund, and the aggregate remaining fund information of the County of Grafton, New Hampshire, as of and for the year ended June 30, 2016, and the related notes to the financial statements, which collectively comprise the County of Grafton, New Hampshire's basic financial statements as listed in the Table of Contents.

### **Management's Responsibility for the Financial Statements**

The County's management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### **Auditors' Responsibility**

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

## **Opinions**

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the major fund, and the aggregate remaining fund information of the County of Grafton, New Hampshire, as of June 30, 2016, and the respective changes in financial position, and the respective budgetary comparison for the General Fund for the year then ended in conformity with accounting principles generally accepted in the United States of America.

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## **Other Matters**

### *Required Supplementary Information*

Accounting principles generally accepted in the United States of America require that Management's Discussion and Analysis, Schedule of OPEB Funding Progress, the Schedule of Proportionate Share of the Net Pension Liability, and the Schedule of Pension Contributions to be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures

do not provide us with evidence sufficient to express an opinion or provide any assurance.

**Other Reporting Required by *Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated September 21, 2016 on our consideration of the County's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the County's internal control over financial reporting and compliance.

*Melanson Heath*

September 21, 2016

## **MANAGEMENT'S DISCUSSION AND ANALYSIS**

As management of the County of Grafton, New Hampshire (the County), we offer readers this narrative overview and analysis of the financial activities of the County for the fiscal year ended June 30, 2016.

### **A. OVERVIEW OF THE FINANCIAL STATEMENTS**

This discussion and analysis is intended to serve as an introduction to the basic financial statements. The basic financial statements are comprised of three components: (1) government-wide financial statements, (2) fund financial statements, and (3) notes to financial statements. This report also contains other required supplementary information in addition to the basic financial statements themselves.

**Government-wide financial statements.** The government-wide financial statements are designed to provide readers with a broad overview of our finances in a manner similar to a private-sector business.

The Statement of Net Position presents information on all assets and liabilities, with the difference between the two reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position is improving or deteriorating.

The Statement of Activities presents information showing how the County's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., earned but unused vacation and sick leave).

The governmental activities include general government, public safety, corrections, county farm, human services, cooperative extension, economic development and nursing home.

**Fund financial statements.** A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. Fund accounting is used to ensure and demonstrate compliance with finance-related legal requirements. All of the funds can be divided into two categories: governmental funds and fiduciary funds.

**Governmental funds.** Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available

at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the County's near-term financing decisions. Both the governmental fund Balance Sheet and the governmental fund Statement of Revenues, Expenditures, and Changes in Fund Balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities. The governmental fund financial statements provide separate information for the General Fund, which is considered to be a major fund.

An annual appropriated budget is adopted for the General Fund. A budgetary comparison statement has been provided in order to demonstrate compliance with this budget.

**Fiduciary funds.** Fiduciary funds are used to account for resources held for the benefit of parties outside the government. Fiduciary funds are not reflected in the government-wide financial statements because the resources of those funds are not available to support the County's own programs.

**Notes to financial statements.** The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

**Other information.** In addition to the basic financial statements and accompanying notes, this report also presents certain required supplementary information which is required to be disclosed by accounting principles generally accepted in the United States of America.

## **B. FINANCIAL HIGHLIGHTS**

- As of the close of the current fiscal year, the total of liabilities exceeded assets by \$(7,832,196) (i.e., net position), a change of \$(1,133,117) in comparison to the prior year.
- As of the close of the current fiscal year, governmental funds reported combined ending fund balances of \$3,290,741, a change of \$(1,618,932) in comparison to the prior year.
- At the end of the current fiscal year, the fund balance for the General Fund was \$3,174,389, a change of \$(1,473,828) in comparison to the prior year.



- Total long-term debt (i.e., bonds payable) at the close of the current fiscal year was \$30,885,000, a change of \$(2,470,000) in comparison to the prior year.

**C. GOVERNMENT-WIDE FINANCIAL ANALYSIS**

The following is a summary of condensed government-wide financial data for the current and prior fiscal years.

	<u>NET POSITION</u>	
	<u>Governmental Activities</u>	
	<u>2016</u>	<u>2015</u>
Current assets	\$ 6,254,574	\$ 8,434,892
Noncurrent assets	49,806,828	50,811,528
Deferred outflows	<u>2,107,443</u>	<u>2,197,412</u>
Total assets and deferred outflows	58,168,845	61,443,832
Current liabilities	6,852,494	7,392,051
Noncurrent liabilities	58,164,834	58,304,985
Deferred inflows	<u>983,713</u>	<u>2,445,875</u>
Total liabilities and deferred inflows	66,001,041	68,142,911
Net position:		
Net investment in capital assets	18,886,289	17,682,888
Restricted	116,352	261,456
Unrestricted	<u>(26,834,837)</u>	<u>(24,643,423)</u>
Total net position	<u>\$ (7,832,196)</u>	<u>\$ (6,699,079)</u>

CHANGE IN NET POSITION

	Governmental Activities	
	<u>2016</u>	<u>2015</u>
Revenues:		
Program revenues:		
Charges for services	\$ 14,271,881	\$ 14,613,616
Operating grants and contributions	1,045,402	1,366,964
General revenues:		
County taxes	22,372,127	21,603,608
Investment income	27,961	31,721
Miscellaneous	1,110,192	925,762
Loss on disposals	<u>(42,385)</u>	<u>(13,185)</u>
Total revenues	38,785,178	38,528,486
Expenses:		
General government	5,412,257	5,021,446
Public safety	2,624,794	2,580,106
Corrections	6,216,955	5,919,924
County farm	592,939	565,368
Human services	7,645,497	7,609,162
Cooperative extension	374,153	360,950
Economic development	848,015	971,267
Nursing home	15,003,602	14,387,260
Interest expense	<u>1,200,083</u>	<u>1,277,606</u>
Total expenses	<u>39,918,295</u>	<u>38,693,089</u>
Change in net position	(1,133,117)	(164,603)
Net position - beginning of year	<u>(6,699,079)</u>	<u>(6,534,476)</u>
Net position - end of year	<u>\$ (7,832,196)</u>	<u>\$ (6,699,079)</u>

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. At the close of the most recent fiscal year, total net position was \$(7,832,196), a change of \$(1,133,117) from the prior year.

The largest portion of net position, \$18,886,289, reflects our investment in capital assets (e.g., land, land improvements, buildings and improvements, and equipment and vehicles), less any related debt used to acquire those assets that is still outstanding. These capital assets are used to provide services to citizens; consequently, these assets are not available for future spending. Although the

investment in capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

An additional portion of net position, \$116,352, represents resources that are subject to external restrictions on how they may be used.

**Governmental activities.** Governmental activities for the year resulted in a change in net position of \$(1,133,117). Key elements of this change are as follows:

<u>Operating Results:</u>	
General fund	\$ (1,473,828)
Nonmajor governmental funds	<u>(145,104)</u>
Subtotal operating results	(1,618,932)
Purchase of capital assets	759,192
Loss on disposals of capital assets	(42,385)
Principal debt service in excess of depreciation expense	740,052
Change in accrued interest liability	23,564
Change in compensated absence liability	(49,462)
Change in net OPEB obligation	(1,221,268)
Change in net pension liability	(1,096,071)
Change in deferred outflows of resources	(89,969)
Change in deferred inflows of resources	<u>1,462,162</u>
Total	<u>\$ (1,133,117)</u>

#### **D. FINANCIAL ANALYSIS OF THE GOVERNMENT'S FUNDS**

As noted earlier, fund accounting is used to ensure and demonstrate compliance with finance-related legal requirements.

**Governmental funds.** The focus of governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources.

Such information is useful in assessing financing requirements. In particular, unassigned fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

As of the end of the current fiscal year, governmental funds reported combined ending fund balances of \$3,290,741, a change of \$(1,618,932) in comparison to the prior year. Key elements of this change are as follows:

General fund expenditures in excess of revenues and other financing sources	\$ (1,473,828)
Nonmajor governmental funds expenditures in excess of revenues	<u>(145,104)</u>
Total	<u>\$ (1,618,932)</u>

The General Fund is the chief operating fund. At the end of the current fiscal year, unassigned fund balance of the General Fund was \$999,047, while total fund balance was \$3,174,389. As a measure of the General Fund's liquidity, it may be useful to compare both unassigned fund balance and total fund balance to total budgeted expenditures. Refer to the table below.

<u>General Fund</u>	<u>6/30/16</u>	<u>6/30/15</u>	<u>Change</u>	<u>Percentage of Total Budgeted Expenditures</u>
Unassigned fund balance	\$ 999,047	\$ 302,565	\$ 696,482	2.5%
Total fund balance	\$ 3,174,389	\$ 4,648,217	\$ (1,473,828)	8.0%

The total fund balance of all funds changed by \$(1,618,932) during the current fiscal year. Key factors in this change are as follows:

Revenues in excess of budget	\$ 644,015
Expenditures less than appropriations	1,515,337
Use of fund balance - reduce taxes	(3,000,000)
Use of fund balance - prior year reserves	(242,970)
Nonmajor governmental funds operating results	(145,104)
Use of reserve funds	<u>(390,210)</u>
Total all funds	<u>\$ (1,618,932)</u>

Included in the General Fund are the County's Delegation voted reserve funds with the following balances:

	<u>6/30/16</u>	<u>6/30/15</u>	<u>Change</u>
Nursing Home Reserve	\$ 236,026	\$ 327,518	\$ (91,492)
Deeds Surcharge Reserve	157,395	145,417	11,978
Dispatch Capital Reserve	<u>115,908</u>	<u>84,542</u>	<u>31,366</u>
Total	<u>\$ 509,329</u>	<u>\$ 557,477</u>	<u>\$ (48,148)</u>

## **E. BUDGETARY HIGHLIGHTS**

Differences between the original budget and the final amended budget resulted in an overall change in appropriations of \$242,970. This change relates to a use of prior year reserves (fund balance) for various purposes.

## **F. CAPITAL ASSET AND DEBT ADMINISTRATION**

**Capital assets.** Total investment in capital assets for governmental activities at year-end amounted to \$49,806,828 (net of accumulated depreciation), a change of \$(1,004,700) from the prior year. This investment in capital assets includes land, land improvements, buildings and improvements, and equipment and vehicles.

Additional information on capital assets can be found in the notes to financial statements.

**Long-term debt.** At the end of the current fiscal year, total bonded debt outstanding was \$30,885,000, all of which was backed by the full faith and credit of the County.

Additional information on long-term debt can be found in the notes to financial statements.

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## **REQUESTS FOR INFORMATION**

This financial report is designed to provide a general overview of the County of Grafton, New Hampshire's finances for all those with an interest in the County's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to:

County of Grafton, New Hampshire  
3855 Dartmouth College Highway  
North Haverhill, New Hampshire 03774

**COUNTY OF GRAFTON, NEW HAMPSHIRE**

STATEMENT OF NET POSITION

JUNE 30, 2016

	Governmental Activities
<b>ASSETS AND DEFERRED OUTFLOWS OF RESOURCES</b>	
Current:	
Cash and short-term investments	\$ 3,877,413
Restricted cash	522,252
Accounts receivable, net of allowances	1,433,155
Inventory	374,254
Other assets	<u>47,500</u>
Total current assets	6,254,574
Noncurrent:	
Capital Assets:	
Land and construction in progress	214,190
Other capital assets, net of accumulated depreciation	<u>49,592,638</u>
Total noncurrent assets	<u>49,806,828</u>
<b>TOTAL ASSETS</b>	<b>56,061,402</b>
Deferred Outflows of Resources	<u>2,107,443</u>
<b>TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES</b>	<b>58,168,845</b>
<b>LIABILITIES AND DEFERRED INFLOWS OF RESOURCES</b>	
Current:	
Accounts payable	2,522,207
Accrued expenses	415,379
Other liabilities	26,247
Accrued interest	351,176
Current portion of noncurrent liabilities:	
Bonds payable	2,470,000
Capital lease payable	52,651
Compensated absences	<u>1,014,834</u>
Total current liabilities	6,852,494
Noncurrent:	
Bonds payable	28,415,000
Capital lease payable	59,248
Compensated absences	416,049
Net OPEB obligation	9,062,727
Net pension liability	<u>20,211,810</u>
Total noncurrent liabilities	<u>58,164,834</u>
<b>TOTAL LIABILITIES</b>	<b>65,017,328</b>
Deferred Inflows of Resources	<u>983,713</u>
<b>TOTAL LIABILITIES AND DEFERRED INFLOWS OF RESOURCES</b>	<b>66,001,041</b>
<b>NET POSITION</b>	
Net investment in capital assets	18,886,289
Restricted for:	
Grants and other statutory restrictions	116,352
Unrestricted	<u>(26,834,837)</u>
<b>TOTAL NET POSITION</b>	<b>\$ <u>(7,832,196)</u></b>

The accompanying notes are an integral part of these financial statements.

**COUNTY OF GRAFTON, NEW HAMPSHIRE**

STATEMENT OF ACTIVITIES

FOR THE YEAR ENDED JUNE 30, 2016

		<u>Program Revenues</u>		<u>Net (Expenses) Revenues and Changes in Net Position</u>
	<u>Expenses</u>	<u>Charges for Services</u>	<u>Operating Grants and Contributions</u>	<u>Governmental Activities</u>
<b>Governmental Activities:</b>				
General government	\$ 5,412,257	\$ 1,052,419	\$ 15,000	\$ (4,344,838)
Public safety	2,624,794	995,980	1,550	(1,627,264)
Corrections	6,216,955	8,920	230,836	(5,977,199)
County farm	592,939	511,678	-	(81,261)
Human services	7,645,497	-	-	(7,645,497)
Cooperative extension	374,153	5,000	-	(369,153)
Economic development	848,015	-	798,016	(49,999)
Nursing home	15,003,602	11,697,884	-	(3,305,718)
Interest expense	<u>1,200,083</u>	<u>-</u>	<u>-</u>	<u>(1,200,083)</u>
Total Governmental Activities	<u>\$ 39,918,295</u>	<u>\$ 14,271,881</u>	<u>\$ 1,045,402</u>	(24,601,012)
		<b>General Revenues:</b>		
				22,372,127
				27,961
				1,110,192
				<u>(42,385)</u>
				Total general revenues
				<u>23,467,895</u>
				Change in Net Position
				(1,133,117)
		<b>Net Position:</b>		
				<u>(6,699,079)</u>
				End of year
				<u>\$ (7,832,196)</u>

The accompanying notes are an integral part of these financial statements.

**COUNTY OF GRAFTON, NEW HAMPSHIRE**

GOVERNMENTAL FUNDS

BALANCE SHEET

JUNE 30, 2016

	General Fund	Nonmajor Governmental Funds	Total Governmental Funds
<b>ASSETS</b>			
Cash and short-term investments	\$ 3,718,882	\$ 158,531	\$ 3,877,413
Restricted cash	522,252	-	522,252
Accounts receivable, net of allowances	1,433,155	-	1,433,155
Inventory	374,254	-	374,254
Other assets	47,500	-	47,500
<b>TOTAL ASSETS</b>	<b>\$ 6,096,043</b>	<b>\$ 158,531</b>	<b>\$ 6,254,574</b>
<b>LIABILITIES AND FUND BALANCES</b>			
Liabilities:			
Accounts payable	\$ 2,480,028	\$ 42,179	\$ 2,522,207
Accrued expenses	415,379	-	415,379
Other liabilities	26,247	-	26,247
<b>TOTAL LIABILITIES</b>	<b>2,921,654</b>	<b>42,179</b>	<b>2,963,833</b>
Fund Balances:			
Nonspendable	374,254	-	374,254
Restricted	-	116,352	116,352
Committed	509,329	-	509,329
Assigned	1,291,759	-	1,291,759
Unassigned	999,047	-	999,047
<b>TOTAL FUND BALANCES</b>	<b>3,174,389</b>	<b>116,352</b>	<b>3,290,741</b>
<b>TOTAL LIABILITIES AND FUND BALANCES</b>	<b>\$ 6,096,043</b>	<b>\$ 158,531</b>	<b>\$ 6,254,574</b>

The accompanying notes are an integral part of these financial statements.



**COUNTY OF GRAFTON, NEW HAMPSHIRE**

RECONCILIATION OF TOTAL GOVERNMENTAL FUND  
BALANCES TO NET POSITION OF GOVERNMENTAL  
ACTIVITIES IN THE STATEMENT OF NET POSITION

JUNE 30, 2016

<b>Total governmental fund balances</b>	\$ 3,290,741
• Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds.	49,806,828
• Deferred outflows of resources from net pension liability	2,107,443
• In the Statement of Activities, interest is accrued on outstanding long-term debt, whereas in governmental funds interest is not reported until due.	(351,176)
• Long-term liabilities not due and payable in the current period and, therefore, are not reported in the governmental funds:	
Bonds payable	(30,885,000)
Capital lease payable	(111,899)
Compensated absences	(1,430,883)
Net OPEB obligation	(9,062,727)
Net pension liability	(20,211,810)
• Deferred inflows of resources from net pension liability	<u>(983,713)</u>
<b>Net position of governmental activities</b>	\$ <u><u>(7,832,196)</u></u>

The accompanying notes are an integral part of these financial statements.

**COUNTY OF GRAFTON, NEW HAMPSHIRE**

GOVERNMENTAL FUNDS

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES

FOR THE YEAR ENDED JUNE 30, 2016

	General Fund	Nonmajor Governmental Funds	Total Governmental Funds
<b>Revenues:</b>			
County taxes	\$ 22,372,127	\$ -	\$ 22,372,127
Nursing home	11,697,884	-	11,697,884
Charges for services	2,565,077	8,920	2,573,997
Intergovernmental	230,836	814,566	1,045,402
Investment income	27,961	-	27,961
Miscellaneous	<u>1,100,117</u>	<u>10,075</u>	<u>1,110,192</u>
Total Revenues	37,994,002	833,561	38,827,563
<b>Expenditures:</b>			
Current:			
General government	4,670,584	16,042	4,686,626
Public safety	2,395,808	9,009	2,404,817
Corrections	5,295,681	4,049	5,299,730
County farm	581,856	-	581,856
Human services	7,639,866	-	7,639,866
Cooperative extension	362,521	-	362,521
Economic development	50,000	798,015	848,015
Nursing home	14,152,342	-	14,152,342
Capital outlay	832,150	1,550	833,700
Debt service:			
Principal	2,320,000	150,000	2,470,000
Interest	<u>1,223,650</u>	<u>-</u>	<u>1,223,650</u>
Total Expenditures	<u>39,524,458</u>	<u>978,665</u>	<u>40,503,123</u>
Excess (deficiency) of revenues over expenditures	(1,530,456)	(145,104)	(1,675,560)
<b>Other Financing Sources (Uses):</b>			
Proceeds of capital leases	<u>56,628</u>	<u>-</u>	<u>56,628</u>
Total Other Financing Sources (Uses)	<u>56,628</u>	<u>-</u>	<u>56,628</u>
Excess (deficiency) of revenues and other sources over expenditures and other uses	(1,473,828)	(145,104)	(1,618,932)
Fund Equity, at Beginning of Year	<u>4,648,217</u>	<u>261,456</u>	<u>4,909,673</u>
Fund Equity, at End of Year	\$ <u>3,174,389</u>	\$ <u>116,352</u>	\$ <u>3,290,741</u>

The accompanying notes are an integral part of these financial statements.

**COUNTY OF GRAFTON, NEW HAMPSHIRE**

RECONCILIATION OF THE STATEMENT OF REVENUES,  
EXPENDITURES, AND CHANGES IN FUND BALANCES OF  
GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES

FOR THE YEAR ENDED JUNE 30, 2016

<b>Net changes in fund balances - Total governmental funds</b>	\$ (1,618,932)
<ul style="list-style-type: none"> <li>• Governmental funds report capital asset purchases as expenditures. However, in the Statement of Activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense:</li> </ul>	
Capital asset purchases	759,192
Loss on disposals	(42,385)
Depreciation	(1,721,506)
<ul style="list-style-type: none"> <li>• The issuance of long-term debt provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the financial resources of governmental funds. Neither transaction, however, has any effect on net position:</li> </ul>	
Repayments of bonds payable	2,470,000
Proceeds of capital lease payable	(56,628)
Repayments of capital lease payable	48,186
<ul style="list-style-type: none"> <li>• In the Statement of Activities, interest is accrued on outstanding long-term debt, whereas in governmental funds interest is not reported until due.</li> </ul>	
	23,564
<ul style="list-style-type: none"> <li>• Some expenses reported in the Statement of Activities do not require the use of current financial resources and, therefore, are not reported as expenditures in the governmental funds.</li> </ul>	
Compensated absences	(49,462)
Net OPEB obligation	(1,221,268)
GASB 68 changes:	
Net pension liability	(1,096,071)
Deferred outflows of resources	(89,969)
Deferred inflows of resources	<u>1,462,162</u>
<b>Change in net position of governmental activities</b>	\$ <u>(1,133,117)</u>

The accompanying notes are an integral part of these financial statements.

COUNTY OF GRAFTON, NEW HAMPSHIRE

GENERAL FUND

STATEMENT OF REVENUES AND OTHER SOURCES, AND EXPENDITURES AND OTHER USES - BUDGET AND ACTUAL

FOR THE YEAR ENDED JUNE 30, 2016

	Budgeted Amounts				Actual Amounts (Budgetary Basis)	Variance with Final Budget Positive (Negative)
	Original Budget	From Prior Years' Budgets	Approved Transfers	Final Budget		
<b>Revenues:</b>						
County taxes	\$ 22,372,127	\$ -	\$ -	\$ 22,372,127	\$ 22,372,127	\$ -
Nursing home	11,319,940	-	-	11,319,940	11,697,884	377,944
Charges for services	2,540,761	-	-	2,540,761	2,565,077	24,316
Intergovernmental	223,245	-	-	223,245	230,836	7,591
Investment income	25,300	-	-	25,300	27,961	2,661
Miscellaneous	868,614	-	-	868,614	1,100,117	231,503
<b>Total Revenues</b>	<b>37,349,987</b>	<b>-</b>	<b>-</b>	<b>37,349,987</b>	<b>37,994,002</b>	<b>644,015</b>
<b>Expenditures:</b>						
<b>Current:</b>						
General government	4,934,425	16,030	(4,397)	4,946,058	4,613,955	332,103
Public safety	2,604,003	8,779	-	2,612,782	2,395,808	216,974
Corrections	5,602,207	-	-	5,602,207	5,295,681	306,526
County farm	576,672	-	5,288	581,960	581,856	104
Human services	7,811,699	-	-	7,811,699	7,639,866	171,833
Cooperative extension	366,407	-	-	366,407	362,521	3,886
Economic development	50,000	-	-	50,000	50,000	-
Nursing home	14,447,845	50,817	-	14,498,662	14,152,342	346,320
Capital outlay	414,272	167,344	(2,084)	579,532	441,941	137,591
Debt service:						
Principal	2,320,000	-	-	2,320,000	2,320,000	-
Interest	1,222,457	-	1,193	1,223,650	1,223,650	-
<b>Total Expenditures</b>	<b>40,349,987</b>	<b>242,970</b>	<b>-</b>	<b>40,592,957</b>	<b>39,077,620</b>	<b>1,515,337</b>
Excess (deficiency) of revenues over expenditures before other financing sources	(3,000,000)	(242,970)	-	(3,242,970)	(1,083,618)	2,159,352
<b>Other Financing Sources:</b>						
Use of fund balance - reduce taxes	3,000,000	-	-	3,000,000	3,000,000	-
Use of fund balance - prior year reserves	-	242,970	-	242,970	242,970	-
<b>Total Other Financing Sources</b>	<b>3,000,000</b>	<b>242,970</b>	<b>-</b>	<b>3,242,970</b>	<b>3,242,970</b>	<b>-</b>
Excess of revenues and other sources over expenditures	\$ -	\$ -	\$ -	\$ -	\$ 2,159,352	\$ 2,159,352

The accompanying notes are an integral part of these financial statements.

COUNTY OF GRAFTON, NEW HAMPSHIRE

FIDUCIARY FUNDS

STATEMENT OF FIDUCIARY NET POSITION

JUNE 30, 2016

	<u>Agency Funds</u>
<b><u>ASSETS</u></b>	
Cash and short-term investments	\$ <u>78,251</u>
Total Assets	\$ <u><u>78,251</u></u>
 <b><u>LIABILITIES</u></b>	
Due to others	\$ <u>78,251</u>
Total Liabilities	\$ <u><u>78,251</u></u>

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The accompanying notes are an integral part of these financial statements.

# COUNTY OF GRAFTON, NEW HAMPSHRIE

## Notes to Financial Statements

### 1. Summary of Significant Accounting Policies

The accounting policies of the County of Grafton, New Hampshire (the County) conform to generally accepted accounting principles (GAAP) as applicable to governmental units. The following is a summary of the more significant policies:

#### A. Reporting Entity

The County is a municipal corporation governed by an elected Board of Commissioners. As required by generally accepted accounting principles, these financial statements present the County and applicable component units for which the County is considered to be financially accountable. In fiscal year 2016, it was determined that no entities met the required GASB 14 (as amended) criteria of component units.

#### B. Government-wide and Fund Financial Statements

##### Government-wide Financial Statements

The government-wide financial statements (i.e., the Statement of Net Position and the Statement of Activities) report information on all of the nonfiduciary activities of the primary government. For the most part, the effect of interfund activity has been removed from these statements.

The Statement of Activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. Program revenues include (1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and (2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as *general revenues*.

##### Fund Financial Statements

Separate financial statements are provided for governmental funds and fiduciary funds, even though the latter is excluded from the government-wide financial statements. Major individual governmental funds are reported as separate columns in the fund financial statements.

C. Measurement Focus, Basis of Accounting, and Financial Statement Presentation

Government-wide Financial Statements

The government-wide financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting*, as are the fiduciary fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met. As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements.

Amounts reported as *program revenues* include (1) charges to customers or applicants for goods, services, or privileges provided, (2) operating grants and contributions, and (3) capital grants and contributions. Internally dedicated resources are reported as *general revenues* rather than as program revenues. Likewise, general revenues include all taxes.

Fund Financial Statements

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. Generally, all other revenue items are considered to be measurable and available only when cash is received by the County. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due.

The County reports the following major governmental fund:

- The *General Fund* is the County's primary operating fund. It accounts for all financial resources of the government, except those required to be accounted for in another fund.

*Agency Funds* are used to account for funds held by the County on behalf of others (e.g., inmate funds and patient funds).

D. Cash and Short-Term Investments

Cash balances from all funds, except those required to be segregated by law, are combined to form a consolidation of cash. Cash balances are invested to the extent available, and interest earnings are recognized in the general fund. Certain special revenue and fiduciary funds segregate cash, and investment earnings become a part of those funds.

Deposits with financial institutions consist primarily of demand deposits, certificates of deposits, and savings accounts. A cash and investment pool is maintained that is available for use by all funds. Each fund's portion of this pool is reflected on the combined financial statements under the caption "cash and short-term investments". The interest earnings attributable to each fund type are included under investment income.

*E. Inventory*

Inventory is valued at cost using the first-in/first-out (FIFO) method.

*F. Capital Assets*

Capital assets, which include land, land improvements, buildings and improvements, and equipment and vehicles, are reported in the government-wide financial statements. Capital assets are defined by the government as assets with an initial individual cost of more than \$500 for assets acquired for use in the Nursing Home, and \$5,000 for all other assets, and an estimated useful life in excess of two years. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at estimated fair market value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets' lives are not capitalized.

Major outlays for capital assets and improvements are capitalized as projects are constructed. Interest incurred during the construction phase of capital assets is included as part of the capitalized value of the assets constructed.

Capital assets are depreciated using the straight-line method over the following estimated useful lives:

<u>Assets</u>	<u>Years</u>
Land improvements	8 - 50
Buildings and improvements	8 - 50
Equipment and vehicles	3 - 20

*G. Compensated Absences*

It is the County's policy to permit employees to accumulate earned but unused vacation and sick pay benefits. All vested sick and vacation pay is accrued when incurred in the government-wide and fiduciary fund financial statements. A liability for these amounts is reported in governmental funds only if they have matured, for example, as a result of employee resignations and retirements.



## H. Long-Term Obligations

In the government-wide financial statements, long-term debt and other long-term obligations are reported as liabilities in the governmental activities Statement of Net Position.

### I. Fund Equity

Fund equity at the governmental fund financial reporting level is classified as "fund balance". Fund equity for all other reporting is classified as "net position".

Fund Balance - Generally, fund balance represents the difference between current assets and current liabilities. The County reserves those portions of fund balance that are legally segregated for a specific future use or which do not represent available, spendable resources and, therefore, are not available for appropriation or expenditure. Unassigned fund balance indicates that portion of fund balance that is available for appropriation in future periods.

The County's fund balance classification policies and procedures are as follows:

- 1) Nonspendable funds are either unspendable in the current form (i.e., inventory) or can never be spent.
- 2) Restricted funds are used solely for the purpose in which the fund was established. In the case of special revenue funds, these funds ~~are created by statute or otherwise have external constraints on how the funds can be expended.~~
- 3) Committed funds are reported and expended as a result of motions passed by the highest decision making authority in the County (i.e., the County Delegation).
- 4) Assigned funds are used for specific purposes as established by management. These funds, which include encumbrances, have been assigned for specific goods and services ordered but not yet paid for. This account also includes fund balance voted to be used in the subsequent fiscal year.
- 5) Unassigned funds are available to be spent in future periods.

When an expenditure is incurred that would qualify for payment from multiple fund balance types, the County uses the following order to liquidate liabilities: restricted, committed, assigned, and unassigned.

Net Position - Net position represents the difference between assets/deferred outflows and liabilities/deferred inflows. Net investment in capital assets consists of capital assets, net of accumulated depreciation,

reduced by the outstanding balances of any borrowing used for the acquisition, construction or improvement of those assets. Net position is reported as restricted when there are limitations imposed on their use either through the enabling legislation adopted by the County or through external restrictions imposed by creditors, grantors, or laws or regulations of other governments. The remaining net position is reported as unrestricted.

*J. Fund Balance Policy*

There is no rule or law in New Hampshire that governs the level of fund balance for counties. However, by looking at other guidelines that exist and by comparing the County to other counties in the state and in other states, the County arrived at a policy that fits the County's needs and standards:

- 1) The NH Department of Revenue Administration recommends that municipalities maintain a fund balance that represents between 5% and 10% of its total annual appropriations, including municipal, school, and county obligations.
- 2) The Government Finance Officer Association recommends as a best practice that "general-purpose governments, regardless of size, maintain unrestricted fund balance in their general fund of no less than two months of regular general fund operating revenues or regular general fund operating expenditures. Furthermore, a government's particular situation often may require a level of unrestricted fund balance in the general fund significantly in excess of this recommended minimum level. In any case, such measures should be applied within the context of long-term forecasting, thereby avoiding the risk of placing too much emphasis upon the level of unrestricted fund balance in the general fund at any one time". Two months of operating revenues for operations funded by the General Fund for the County is approximately \$6 million, which is about 15% of the budgeted appropriations.

Through this fund balance policy, the County will endeavor to achieve and maintain an undesignated fund balance that is between 7% and 14% of its annual budgeted appropriations, which represents one to two months of operations.

*K. Use of Estimates*

The preparation of basic financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures for contingent assets and liabilities at the date of the basic financial statements and the reported amounts of the revenues and

expenditures/expenses during the fiscal year. Actual results could vary from estimates that were used.

## **2. Stewardship, Compliance, and Accountability**

### **A. Budgetary Information**

The County follows the following procedures for establishing the budgetary data reflected in the basic financial statements:

- Prior to May 1st, the County departments submit to the County Commissioners a proposed budget for the fiscal year commencing the following July 1. The budget includes proposed expenditures and the means of financing them.
  - Hearings are conducted by the County Commissioners prior to the County's budget meeting to discuss the proposed budget.
  - The budget is legally enacted by the County Delegation prior to September 1st.
  - Appropriations for certain projects and specific items not fully expended at the fiscal year-end are carried forward as continued appropriations to the new fiscal year in which they supplement the appropriations of that year.
  - The budgets for all departments and operations of the County are prepared under the direction of the County Commissioners. Original appropriations are acted upon by the County Delegation vote.
- 
- A copy of the budget is published in the Annual Report of the County of Grafton, New Hampshire.

### **B. Budgetary Basis**

The final appropriation appearing on the "Budget and Actual" page of the fund financial statements represents the final amended budget after all reserve fund and line item transfers.

### **C. Budget/GAAP Reconciliation**

The budgetary data for the general fund is based upon accounting principles that differ from generally accepted accounting principles (GAAP). Therefore, in addition to the GAAP basis financial statements, the results of operations are presented in accordance with budgetary accounting principles to provide a meaningful comparison to budgetary data.

The following is a summary of adjustments made to the actual revenues and other sources, and expenditures and other uses, to conform to the budgetary basis of accounting.

<u>General Fund</u>	<u>Revenues and Other Financing Sources</u>	<u>Expenditures and Other Financing Uses</u>
Revenues/Expenditures - (GAAP Basis)	\$ 37,994,002	\$ 39,524,458
Other financing sources/uses (GAAP Basis)	<u>56,628</u>	<u>-</u>
Subtotal (GAAP Basis)	38,050,630	39,524,458
To reverse capital lease proceeds	(56,628)	(56,628)
To reverse use of reserve funds:		
Nursing Home Reserve	-	(341,844)
Deeds Surcharge Reserve	-	(19,353)
Dispatch Capital Reserve	<u>-</u>	<u>(29,013)</u>
Budgetary Basis	<u>\$ 37,994,002</u>	<u>\$ 39,077,620</u>

### 3. Cash and Short-Term Investments

*Custodial Credit Risk - Deposits.* Custodial credit risk is the risk that in the event of a bank failure, the County's deposits may not be returned to it. RSA 29:1 limits "deposit in any one bank shall not at any time exceed the sum of its paid-up capital and surplus." The County does not have a deposit policy for custodial credit risk.

As of June 30, 2016, \$1,087,980 of the County's bank balance was exposed to custodial credit risk as uninsured or uncollateralized.

### 4. Restricted Cash

Restricted cash represents cash and cash equivalents where use is limited by legal requirements. Within the General Fund, the restricted cash amount of \$522,252 is composed of amounts from the Nursing Home Capital Reserve, the Registry of Deeds Surcharge Fund, the Dispatch Capital Reserve, and the Pandemic Fund.

### 5. Allowance for Doubtful Accounts and Contractual Allowances

The allowance for doubtful accounts for Nursing Home receivables has been estimated at approximately \$94,000 at June 30, 2016. Nursing Home receivables are also reported net of contractual allowances.

## 6. Capital Assets

Capital asset activity for the year ended June 30, 2016 was as follows (in thousands):

	Beginning <u>Balance</u>	<u>Increases</u>	<u>Decreases</u>	Ending <u>Balance</u>
<b>Governmental Activities:</b>				
Capital assets, being depreciated:				
Land improvements	\$ 2,786	\$ 8	\$ -	\$ 2,794
Buildings and improvements	55,974	959	-	56,933
Equipment and vehicles	<u>4,423</u>	<u>422</u>	<u>(426)</u>	<u>4,419</u>
Total capital assets, being depreciated	63,183	1,389	(426)	64,146
Less accumulated depreciation for:				
Land improvements	(831)	(167)	-	(998)
Buildings and improvements	(9,438)	(1,192)	-	(10,630)
Equipment and vehicles	<u>(2,946)</u>	<u>(362)</u>	<u>383</u>	<u>(2,925)</u>
Total accumulated depreciation	<u>(13,215)</u>	<u>(1,721)</u>	<u>383</u>	<u>(14,553)</u>
Total capital assets, being depreciated, net	49,968	(332)	(43)	49,593
Capital assets, not being depreciated:				
Land	214	-	-	214
Construction in progress	<u>630</u>	<u>-</u>	<u>(630)</u>	<u>-</u>
Total capital assets, not being depreciated	<u>844</u>	<u>-</u>	<u>(630)</u>	<u>214</u>
Governmental activities capital assets, net	<u>\$ 50,812</u>	<u>\$ (332)</u>	<u>\$ (673)</u>	<u>\$ 49,807</u>

Depreciation expense was charged to functions of the County as follows (in thousands):

Governmental Activities:	
General government	\$ 462
Public safety	140
Corrections	742
Nursing home	<u>377</u>
Total depreciation expense - governmental activities	<u>\$ 1,721</u>

## 7. Deferred Outflows of Resources

Deferred outflows of resources represent the consumption of assets that are applicable to future reporting periods. Deferred outflows of resources have a positive effect on net position, similar to assets.

The following is a summary of deferred outflows of resources balances as of June 30, 2016:

	<u>Governmental Activities</u>
Pension related:	
Changes in proportion and differences between contributions and proportionate share of contributions	\$ 296,850
Contributions subsequent to the measurement date	<u>1,810,593</u>
Total	<u>\$ 2,107,443</u>

### 8. Accounts Payable

Accounts payable represents fiscal year 2016 expenditures paid after June 30, 2016.

### 9. Anticipation Notes Payable

At June 30, 2016, the County had no anticipation lines of credit available. The following summarizes notes payable activity during fiscal year 2016:

	<u>Issue Amount</u>	<u>Issue Date</u>	<u>Interest Rate</u>	<u>Balance Beginning of Year</u>	<u>Advances</u>	<u>Repayments</u>	<u>Balance End of Year</u>
Tax anticipation	\$ 6,500,000	08/27/15	0.75%	\$ -	\$ 5,050,000	\$ (5,050,000)	\$ -
Total				<u>\$ -</u>	<u>\$ 5,050,000</u>	<u>\$ (5,050,000)</u>	<u>\$ -</u>

On August 4, 2016, the County issued a \$6,400,000 tax anticipation note with a maturity date of December 28, 2016 and an interest rate of .90 %.

### 10. Capital Lease Obligations

The County is the lessee of certain equipment under capital leases expiring in various years through fiscal year 2019. Future minimum lease payments under the capital leases consisted of the following as of June 30, 2016:

<u>Fiscal Year</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2017	\$ 52,651	\$ 5,674	\$ 58,325
2018	44,366	2,343	46,709
2019	<u>14,882</u>	<u>316</u>	<u>15,198</u>
Total	<u>\$ 111,899</u>	<u>\$ 8,333</u>	<u>\$ 120,232</u>

Equipment financed by capital lease payable totaling \$174,942 is reported in capital assets net of \$44,118 accumulated depreciation.

**11. Long-Term Debt**

**A. General Obligation Bonds**

The County issues general obligation bonds to provide funds for the acquisition and construction of major capital facilities. General obligation bonds have been issued for governmental activities. General obligation bonds currently outstanding are as follows:

<u>Governmental Activities:</u>	<u>Serial</u> <u>Maturities</u> <u>Through</u>	<u>Interest</u> <u>Rate(s) %</u>	<u>Amount</u> <u>Outstanding</u> <u>as of</u> <u>6/30/16</u>
Nursing Home - Phase I, II	09/01/23	3.00 - 4.30%	\$ 3,806,250
Nursing Home - Phase III	09/01/23	3.00 - 4.30%	1,268,750
Fire sprinkler system water tank	01/01/19	4.50 - 5.00%	285,000
Jail construction - 2010	12/01/30	3.00 - 4.00%	13,125,000
Jail construction - 2011	01/01/32	2.50 - 4.75%	<u>12,400,000</u>
Total Governmental Activities			<u>\$ 30,885,000</u>

**B. Future Debt Service**

The annual payments to retire all general obligation long-term debt outstanding as of June 30, 2016 are as follows:

<u>Governmental</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2017	\$ 2,470,000	\$ 1,135,588	\$ 3,605,588
2018	2,470,000	1,052,338	3,522,338
2019	2,470,000	968,725	3,438,725
2020	2,375,000	884,388	3,259,388
2021	2,375,000	796,506	3,171,506
2022 - 2026	9,700,000	2,774,381	12,474,381
2027 - 2031	8,250,000	1,128,875	9,378,875
Thereafter	<u>775,000</u>	<u>36,813</u>	<u>811,813</u>
Total	<u>\$ 30,885,000</u>	<u>\$ 8,777,614</u>	<u>\$ 39,662,614</u>

C. Changes in General Long-Term Liabilities

During the year ended June 30, 2016, the following changes occurred in long-term liabilities (in thousands):

	Total Balance <u>7/1/15</u>	Additions	Reductions	Total Balance <u>6/30/16</u>	Less Current Portion	Equals Long-Term Portion <u>6/30/16</u>
<u>Governmental Activities</u>						
Bonds payable	\$ 33,355	\$ -	\$ (2,470)	\$ 30,885	\$ (2,470)	\$ 28,415
Capital lease payable	103	57	(48)	112	(53)	59
Compensated absences	1,381	50	-	1,431	(1,015)	416
Net OPEB obligation	7,841	1,592	(370)	9,063	-	9,063
Net pension liability	19,116	1,096	-	20,212	-	20,212
Totals	<u>\$ 61,796</u>	<u>\$ 2,795</u>	<u>\$ (2,888)</u>	<u>\$ 61,703</u>	<u>\$ (3,538)</u>	<u>\$ 58,165</u>

12. Deferred Inflows of Resources

Deferred inflows of resources are the acquisition of assets that are applicable to future reporting periods. Deferred inflows of resources have a negative effect on net position, similar to liabilities.

The following is a summary of deferred inflows of resources balances as of June 30, 2016:

	Governmental <u>Activities</u>
Pension related:	
Differences between expected and actual experience	\$ 443,528
Net difference between projected and actual investment earnings	<u>540,185</u>
Total	<u>\$ 983,713</u>



### 13. Fund Balances

The following is a summary of fund balances at June 30, 2016:

	General Fund	Nonmajor Governmental Funds	Total Governmental Funds
Nonspendable:			
Inventory	\$ 374,254	\$ -	\$ 374,254
Total Nonspendable	374,254	-	374,254
Restricted:			
Unexpended grant funds	-	39,992	39,992
Unexpended capital project funds	-	76,360	76,360
Total Restricted	-	116,352	116,352
Committed:			
Delegation voted reserves:			
Nursing Home Reserve	236,026	-	236,026
Deeds Surcharge Reserve	157,395	-	157,395
Dispatch Capital Reserve	115,908	-	115,908
Total Committed	509,329	-	509,329
Assigned:			
Commissioner voted encumbrances	261,759	-	261,759
Use of fund balance in subsequent year budget	1,030,000	-	1,030,000
Total Assigned	1,291,759	-	1,291,759
Unassigned:			
Remaining fund balance	999,047	-	999,047
Total Unassigned	999,047	-	999,047
Total Fund Balances	\$ 3,174,389	\$ 116,352	\$ 3,290,741

### 14. Restricted Net Position

The accompanying entity-wide financial statements report restricted net position when external constraints from grantors or contributors are placed on net position.

**15. Post-Employment Healthcare Insurance Benefits**

GASB Statement 45, *Accounting and Financial Reporting by Employers for Post-Employment Benefits Other Than Pensions*, requires governments to account for other post-employment benefits (OPEB) on an accrual basis, rather than on a pay-as-you-go basis. The effect is the recognition of an actuarially required contribution as an expense on the Statement of Activities when a future retiree earns their post-employment benefits, rather than when they use their post-employment benefit. To the extent that an entity does not fund their actuarially required contribution, a post-employment benefit liability is recognized on the Statement of Net Position over time.

**A. Plan Description**

The County provides post-employment healthcare benefits for certain eligible retirees.

**B. Benefits Provided**

The County provides medical benefits to its eligible retirees. The benefits are provided through HealthTrust.

**C. Funding Policy**

The County pays 100% of the retiree's medical benefits. Eligible retirees of the County also receive a subsidy from the New Hampshire State Retirement System that is used to offset OPEB.

The County does not contribute towards the cost of retiree spouses' medical coverage. Spouses desiring to remain covered under the County plan pay 100%.

The spouse is required to pay 100% of the cost of benefits following the death of the retired employee.

**D. Annual OPEB Costs and Net OPEB Obligation**

The County's fiscal year 2016 annual OPEB expense is calculated based on the annual required contribution of the employer (ARC), an amount actuarially determined in accordance with the parameters of GASB Statement No. 45. The ARC represents a level of funding that, if paid on an ongoing basis, is projected to cover the normal cost per year and amortize the unfunded actuarial liability over a period of thirty years. The following table shows the components of the County's annual OPEB cost for the year ending June 30, 2016, the amount actually contributed to the plan, and the change in the County's net OPEB obligation based on an actuarial valuation as of July 1, 2014.

Annual Required Contribution (ARC)	\$ 1,723,010
Interest on net OPEB obligation	313,658
Adjustment to ARC	<u>(444,666)</u>
Annual OPEB cost	1,592,002
Contributions made	<u>(370,734)</u>
Increase in net OPEB obligation	1,221,268
Net OPEB obligation - beginning of year	<u>7,841,459</u>
Net OPEB obligation - end of year	<u>\$ 9,062,727</u>

The County's annual OPEB cost, the percentage of annual OPEB cost contributed to the plan, and the net OPEB obligation were as follows:

<u>Fiscal year ended</u>	<u>Annual OPEB Cost</u>	<u>Percentage of OPEB Cost Contributed</u>	<u>Net OPEB Obligation</u>
2016	\$ 1,592,002	23%	\$ 9,062,727
2015	\$ 1,496,680	24%	\$ 7,841,459
2014	\$ 1,605,856	24%	\$ 6,708,188
2013	\$ 1,508,956	25%	\$ 5,484,369
2012	\$ 1,524,307	21%	\$ 4,348,433
2011	\$ 1,482,995	18%	\$ 3,136,699
2010	\$ 1,199,261	20%	\$ 1,925,406

**E. Funded Status and Funding Progress**

The funded status of the plan as of July 1, 2014, the date of the most recent actuarial valuation, was as follows:

Actuarial accrued liability (AAL)	\$ 14,141,964
Actuarial value of plan assets	<u>-</u>
Unfunded actuarial accrued liability (UAAL)	<u>\$ 14,141,964</u>
Funded ratio (actuarial value of plan assets/AAL)	<u>0%</u>
Covered payroll (active plan members)	<u>\$ 12,540,379</u>
UAAL as a percentage of covered payroll	<u>113%</u>

Actuarial valuations of an ongoing plan involve estimates of the value of reported amount and assumptions about the probability of occurrence of events far into the future. Examples included assumptions about future

employment, mortality, and the healthcare cost trend. Amounts determined regarding the funded status of the plan and the annual required contributions of the employer are subject to continual revision, as actual results are compared with past expectations and new estimates are made about the future. The Schedule of OPEB Funding Progress, presented as required supplementary information following the Notes to Financial Statements, presents multiyear trend information that shows whether the actuarial value of plan assets is increasing or decreasing over time relative to the actuarial accrued liabilities for benefits.

*F. Actuarial Methods and Assumptions*

Projections of benefits for financial reporting purposes are based on the plan as understood by the County and the plan members, and include the types of benefits provided at the time of each valuation and the historical pattern of sharing of benefit costs between the County and plan members to that point. The actuarial methods and assumptions used include techniques that are designed to reduce short-term volatility in actuarial accrued liabilities and the actuarial value of assets, consistent with the long-term perspective of the calculations.

In the July 1, 2014 actuarial valuation, the projected unit credit cost method was used. The actuarial value of assets was not determined, as the County has not advanced funded its obligation. The actuarial assumptions included a 4.0% investment rate of return and an initial annual healthcare cost trend rate of 9%, which decreases to a 5% long-term rate for all healthcare benefits after five years. The amortization costs for the initial UAAL is a level percentage of payroll for a period of 30 years, on a closed basis.

**16. New Hampshire Retirement System**

The County follows the provisions of GASB Statement No. 68, *Accounting and Financial Reporting for Pensions – an amendment of GASB Statement No. 27*, with respect to the State of New Hampshire Retirement System (NHRS).

*A. Plan Description*

Full-time employees participate in the State of New Hampshire Retirement System, a cost-sharing multiple-employer defined benefit contributory pension plan and trust established in 1967 by RSA 100-A:2 and qualified as a tax-exempt organization under Section 401(a) and 501(a) of the Internal Revenue Code. The plan is a contributory, defined benefit plan providing service, disability, death, and vested retirement benefits to members and their beneficiaries. Substantially all full-time state employees, public school teachers and administrators, permanent firefighters,

and permanent police officers within the State of New Hampshire are eligible and required to participate in the system. Full-time employees of political subdivisions, including counties, municipalities, and school districts are also eligible to participate as a group if the governing body of the political subdivision has elected participation.

The New Hampshire Retirement System, a Public Employees Retirement System (PERS), is divided into two membership groups. State or local employees and teachers belong to Group I. Police officers and firefighters belong to Group II. All assets are held in a single trust and are available to each group. Additional information is disclosed in the NHRS' annual report publicly available from the New Hampshire Retirement System located at 54 Regional Drive, Concord, New Hampshire 03301-8507.

***B. Benefits Provided***

Group I members at age 60 or 65 (for members who commence service after July 1, 2011) qualify for a normal service retirement allowance based on years of creditable service and average final salary for the highest of either three or five years, depending on when their service commenced. The yearly pension amount is 1/60 or 1.667% of average final compensation (AFC), multiplied by years of creditable service. At age 65, the yearly pension amount is recalculated at 1/66 or 1.515% of AFC multiplied by years of creditable service.

Group II members who are age 60, or members who are at least age 45 with at least 20 years of creditable service, can receive a retirement allowance at a rate of 2.5% of AFC for each year of creditable service, not to exceed 40 years. Members commencing service on or after July 1, 2011 or members who have a nonvested status as of January 1, 2012 can receive a retirement allowance at age 52.5 with 25 years of service or age 60. The benefit shall be equal to 2% of AFC times creditable service up to 42.5 years. However, a member who commenced service on or after July 1, 2011 shall not receive a retirement allowance until attaining the age of 52.5, but may receive a reduced allowance after age 50 if the member has at least 25 years of creditable service where the allowance shall be reduced, for each month by which the benefit commencement date precedes the month after which the member attains 52.5 years of age by  $\frac{1}{4}$  of 1% or age 60.

Members of both groups may qualify for vested deferred allowances, disability allowances and death benefit allowances subject to meeting various eligibility requirements. Benefits are based on AFC or earned compensation and/or service.

C. Contributions

Plan members are required to contribute a percentage of their gross earnings to the pension plan, for which the contribution rates are 7% for employees and 11.55% for sheriff's deputies and correctional officers. The County makes annual contributions to the pension plan equal to the amount required by Revised Statutes Annotated 100-A:16, and range from 11.17% to 29.16% of covered compensation. The County's contribution to NHRS for the year ended June 30, 2016 was \$1,810,593, which was equal to its annual required contribution.

D. Summary of Significant Accounting Policies

For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the NHRS and additions to/deductions from NHRS's fiduciary net position have been determined on the same basis as they are reported by NHRS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with benefit terms. Investments are reported at fair value.

E. Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

At June 30, 2016, the County reported a liability of \$20,211,810 for its proportionate share of the net pension liability. The net pension liability was measured as of June 30, 2015, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of June 30, 2014. The County's proportion of the net pension liability was based on a projection of the County's long-term share of contributions to the pension plan relative to the projected contributions of all participating employers, actuarially determined. At June 30, 2014, the County's proportion was .50926609 percent.

At June 30, 2015, the County's proportion was .51020249 percent, which was an increase of .00093640% from its proportion measured as of June 30, 2014.

For the year ended June 30, 2016, the County recognized pension expense of \$1,386,614. In addition, the County reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	<u>Deferred Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>
Differences between expected and actual experience	\$ -	\$ 443,528
Net difference between projected and actual earnings on pension plan investments	-	540,185
Changes in proportion and differences between contributions and proportionate share of contributions	296,850	-
Contributions subsequent to the measurement date (fiscal year 2016)	<u>1,810,593</u>	<u>-</u>
Total	<u>\$ 2,107,443</u>	<u>\$ 983,713</u>

Deferred outflows of resources related to pensions resulting from contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended June 30, 2017. Amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Year ended June 30:

2016	\$ (1,502,144)
2018	308,449
2019	308,449
2020	(275,366)
2021	<u>36,882</u>
Total	<u>\$ (1,123,730)</u>

Actuarial assumptions: The total pension liability in the June 30, 2014 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation	3.0 percent per year
Salary increases	3.75 - 5.8 percent average, including inflation
Investment rate of return	7.75 percent, net of pension plan investment expense, including inflation

Mortality rates were based on the RP-2000 mortality table, projected to 2020 with Scale AA. The table includes a margin of 15% for men and 17% for woman for mortality improvements.

The actuarial assumptions used in the June 30, 2014 valuation were based on the results of the most recent actuarial experience study, which was for the period July 1, 2005 - June 30, 2010.

The long-term expected rate of return on pension plan investments was selected from a best estimate range determined using the building block approach. Under this method, an expected future real return range is calculated separately for each asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return net of investment expenses by the target asset allocation percentage and by adding expected inflation. The target allocation and best estimates of arithmetic real rates of return for each major class are summarized in the following table:

Asset Class	Target Allocation Percentage	Weighted Average Average Long-Term Expected Real Rate of Return
Large Cap Equities	22.50 %	3.00%
Small/Mid Cap Equities	<u>7.50</u>	3.00%
Total domestic equities	30.00	
Int'l Equities (unhedged)	13.00	4.00%
Emerging Int'l Equities	<u>7.00</u>	6.00%
Total international equities	20.00	
Core Bonds	4.50	-0.70%
Short Duration	2.50	-1.00%
Global Multi-Sector Fixed Income	11.00	0.28%
Unconstrained Fixed Income	<u>7.00</u>	0.16%
Total fixed income	25.00	
Private equity	5.00	5.50%
Private debt	5.00	4.50%
Real estate	10.00	3.50%
Opportunistic	<u>5.00</u>	2.75%
Total alternative investments	<u>25.00</u>	
Total	<u><u>100.00</u></u> %	

**Discount Rate:** The discount rate used to measure the total pension liability was 7.75%. The projection of cash flows used to determine the discount rate assumed that the plan member contributions will be made at the current contribution rate and that employer contributions will be made at rates equal to the difference between actuarially determined



contribution rates and the member rate. For purposes of the projection, member contributions and employer service cost contributions are projected based on the expected payroll of current members only. Employer contributions are determined based on the pension plan's actuarial funding policy and as required by RSA 100-A:16. Based on those assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments to current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Sensitivity of the proportionate share of the net pension liability to changes in the discount rate: The following presents the County's proportionate share of the net pension liability calculated using the discount rate of 7.75%, as well as what the County's proportionate share of the net pension liability would be if it were calculated using a discount rate that is one percentage-point lower (6.75%) or one percentage-point higher (8.75%) than the current rate:

<u>Fiscal Year Ended</u>	<u>1% Decrease (6.75%)</u>	<u>Current Discount Rate (7.75%)</u>	<u>1% Increase (8.75%)</u>
June 30, 2015	\$ 26,606,221	\$ 20,211,810	\$ 14,760,537

Pension plan fiduciary net position: Detailed information about the pension plan's fiduciary net position is available in the separately issued NHRS financial report.

## 17. Risk Management

The County is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters for which the government carries commercial insurance. There were no significant reductions in insurance coverage from the previous year and have been no material settlements in excess of coverage in any of the past three fiscal years.

## 18. Commitments and Contingencies

Outstanding Legal Issues - There are several pending legal issues in which the County is involved. The County's management is of the opinion that the potential future settlement of such claims would not materially affect its financial statements taken as a whole.

Grants - Amounts received or receivable from grantor agencies are subject to audit and adjustment by grantor agencies, principally the federal government. Any disallowed claims, including amounts already collected, may constitute a liability of the applicable funds. The amount of expenditures which may be disallowed by the grantor cannot be determined at this time, although the County expects such amounts, if any, to be immaterial.

**COUNTY OF GRAFTON, NEW HAMPSHIRE**  
**SCHEDULE OF OPEB FUNDING PROGRESS**  
**REQUIRED SUPPLEMENTARY INFORMATION**

June 30, 2016

(Unaudited)

**Other Post-Employment Benefits**

Actuarial Valuation Date	Actuarial Value of Assets (a)	Actuarial Accrued Liability (AAL) - Projected Unit Credit Cost (b)	Unfunded AAL (UAAL) (b-a)	Funded Ratio (a/b)	Covered Payroll (c)	UAAL as a Percent- age of Covered Payroll [(b-a)/c]
7/1/2008	\$ -	\$ 8,798,701	\$ 8,798,701	N/A	N/A	N/A
7/1/2010	\$ -	\$ 13,135,173	\$ 13,135,173	N/A	\$ 10,100,140	130%
7/1/2012	\$ -	\$ 15,022,208	\$ 15,022,208	N/A	\$ 10,508,186	143%
7/1/2014	\$ -	\$ 14,141,964	\$ 14,141,964	N/A	\$ 12,540,379	113%

See Independent Auditors' Report.

COUNTY OF GRAFTON, NEW HAMPSHIRE

SCHEDULE OF PROPORTIONATE SHARE  
OF THE NET PENSION LIABILITY

REQUIRED SUPPLEMENTARY INFORMATION

JUNE 30, 2016

(Unaudited)

**New Hampshire Retirement System**

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<u>Fiscal Year</u>	<u>Proportion of the Net Pension Liability</u>	<u>Proportionate Share of the Net Pension Liability</u>	<u>Covered Payroll</u>	<u>Proportionate Share of the Net Pension Liability as a Percentage of Covered Payroll</u>	<u>Plan Fiduciary Net Position Percentage of the Total Pension Liability</u>
June 30, 2015	0.50926609%	\$ 19,115,739	\$ 12,936,696	147.76%	66.32%
June 30, 2016	0.51020249%	\$ 20,211,810	\$ 13,421,888	150.59%	65.47%

*Information above is presented as of the most recent measurement date.*

*Schedule is intended to show information for 10 years. Additional years will be displayed as they become available.*

See Independent Auditors' Report.

**COUNTY OF GRAFTON, NEW HAMPSHIRE**  
**SCHEDULE OF PENSION CONTRIBUTIONS**  
**REQUIRED SUPPLEMENTARY INFORMATION**

**JUNE 30, 2016**

**(Unaudited)**

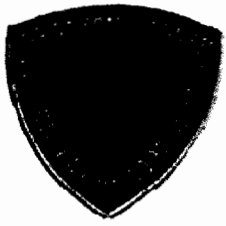
**New Hampshire Retirement System**

<u>Fiscal Year</u>	<u>Contractually Required Contribution</u>	Contributions in Relation to the Contractually Required Contribution	<u>Contribution Deficiency (Excess)</u>	<u>Covered Payroll</u>	<u>Contributions as a Percentage of Covered Payroll</u>
June 30, 2015	\$ 1,652,177	\$ (1,652,177)	\$ -	\$ 13,421,888	12.31%
June 30, 2016	\$ 1,810,593	\$ (1,810,593)	\$ -	\$ 14,276,178	12.68%

*Information above is presented as of the current fiscal year.*

*Schedule is intended to show information for 10 years. Additional years will be displayed as they become available.*

See Independent Auditors' Report.



Grafton County Department of Corrections  
3787 Dartmouth College Highway ~ North Haverhill, NH 03774  
Phone (603)787-6767 – Fax (603)787-6011

**Grafton County Commissioners**

- **DISTRICT 1:** Commissioner Wendy A. Piper
- **DISTRICT 2:** Commissioner Linda D. Lauer
- **DISTRICT 3:** Commissioner Omer C. Ahern Jr.

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## Julie L. Libby

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### Executive Profile

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High-performing Executive with 20 years of experience in financial, administrative and personnel management. In-depth knowledge of accounting operations at all levels. Demonstrated proficiency in management, budgeting and program management.

### Skill Highlights

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- Financial management
- Leadership/communication skills
- Fundamental Accounting Knowledge
- Efficient, detail-oriented and highly organized.
- Background in budget development and analysis
- Strong interpersonal skills

### Professional Experience

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07/2002 - Current

**Grafton County** North Haverhill, NH

#### Executive Director

Responsible for the overall financial, administrative and personnel management of Grafton County. The County has a budget of \$36M and 425 employees. Duties include: Oversees and coordinates all activities of the Nursing Home, Department of Corrections, Human Services Department, Human Resources Department, County Farm, Maintenance Department, and the Commissioners' Office. Responsible for implementing decisions of the County Commissioners and for assuring compliance with all laws, statutes, rules, regulations, and policies governing county activities, administration, and monies. Administers the Commissioners' Office and supervises Commissioners' Office staff and operation including managing AP, AR and PR.

10/1993 - 07/2002

**Grafton County** North Haverhill, NH

#### Finance Director

Responsible for the overall financial management of Grafton County. Duties included: managing AP, AR and payroll; reconciliation of all bank accounts; reconciliation of general ledger accounts, close-out month and year. Prepare 1099's. Assst with annual audit.

05/1991 - 10/1993

**Grafton County** North Haverhill, NH

#### Bookkeeper

Duties included: AP, AR and was cross-trained in Payroll functions.

01/1988 - 04/1991

**Woodsville Guaranty Savings Bank** Woodsville, NH

#### Teller, Bookkeeper

Provided the bank with a dependable part-time employee. Held various positions such as teller, bookkeeping department clerk and proof operator. Eagerly learned new jobs within the bank.

**Education**

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1991

**Champlain College, Burlington, VT, USA**

Accounting

**Associates**

3.72 GPA

Graduated Magna Cum Laude

Dean's List, All semesters

Worked part-time and volunteered as a tax assistant while maintaining a full course load

1989

**Woodsville High School, Woodsville, NH, USA**

High school diploma

National Honor Society

Student Council

Field Hockey, Soccer, Basketball

Yearbook Co-editor

**Awards**

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- Leadership NH Graduate - Class of 2003
- The Union Leader's 40 Under Forty Recipient - 2004
- Municipal Leadership Graduate - 2005
- County Administrator of the Year - 2008

**References**

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References available upon request.



## Thomas C. Elliott Jr.

### ***Education***

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United States Marine Corps  
Security Forces  
Rank conferred Sergeant  
Attended April 1988-April 1992

Blue Mountain Union School  
Wells River, Vermont  
High School Diploma  
Degree conferred June 1987

### ***Professional Experience***

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**Grafton County Department of Corrections  
Superintendent**

**October 2014 - Present**

Responsible for the overall operation of the Grafton County Department of Corrections.

**Grafton County Department of Corrections  
Chief of Security  
North Haverhill, NH**

**November 2013 — October 2014**

Responsible for daily operation of the facility ensuring that all safety, security, and operational missions are met in accordance with policies, procedures, rules and federal, state, and local laws; security of the facility, intake and release, inmate programs and visitations; inmate grievance officer; reviews all inmate grievances in accordance with facility policies and standard operation procedures. Investigates, intercedes, and resolves disputes that are inmate related; inmate disciplinary officer; reviews all inmate disciplinary reports, oversees the administration of the inmate disciplinary process; ensures staff meet and abide by established policy and procedures.

**Supervisor:** Glenn Libby

**Grafton County Department of Corrections  
Director of Community Corrections  
North Haverhill, NH**

**July 2008 - November 2013**

Responsible for the daily operations of Community Corrections; oversight of staff supervising inmates within the community, coordinating farm activities, and Operation Impact. Ensured inmate contract compliance, collaborative budget development and management, supervision and evaluation of five staff members as they completed their assigned tasks, maintained effective communication with outside agencies: treatment providers, prosecutors, attorneys, and local law enforcement.

**Supervisor:** Glenn Libby

**Grafton County Department of Corrections**  
**Security Lieutenant**  
North Haverhill, NH

**July 2005- July 2008**

Responsible for the care, custody, and control of all inmates and the safe and secure operation of the facility; inmate classification officer, review of inmates requests and work assignments; inmate disciplinary officer, conducted disciplinary hearings of inmates with alleged facility rule infractions; responsible for facility wide internal inmate programs.  
Served on new facility planning committee.

**Supervisor:** Glenn Libby

**Grafton County Department of Corrections**  
**Shift Supervisor**  
North Haverhill, NH

**August 2004 – July 2005**

Supervised staff within the facility to ensure safety, security, and procedures. Maintained cleanliness of facility, unit and tour logs and watch records; acted as intermediate of staff and inmates to ensure rule compliance.

**Supervisor:** Glenn Libby

**Grafton County Department of Corrections**  
**Correctional Officer/Classification Officer**  
North Haverhill, NH

**November 2001-July 2004**

Line officer, direct supervision of inmates within the facility; responsible for maintaining watch logs and effectively communication to ensure rule compliance within a unit, per departmental policies.

**Supervisor:** Glenn Libby

**Hollow Inn Motel**  
Hotel Manager  
Barre, VT

**August 1998-2001**

Weekend manager; responsible for customer check-in, check-out, oversight of housekeeping services, general customer satisfaction; responsible for daily financial transactions.

**Supervisor:** IJ Patel

**Grafton County Department of Corrections**  
**Director of Drug Freedom Program**  
North Haverhill, NH

**July 1995-August 1998**

Responsible for writing and complying with program grant; ensuring inmate compliance with contractual rules and obligations within a community setting.

# Mark Deem

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## Skills

- Criminal Law Knowledge
- Self- Defense techniques
- Correctional facility procedures knowledge
- Inmate behavior modification tactics
- Strong interpersonal communication skills

## Work History

### **Programs / Classification Sergeant**

**Grafton County Department of Corrections – North Haverhill, NH**

**02/2014- Current**

- In my role as Sergeant I am responsible for the delivery of all Inmate Programs. This requires me to work alongside the substance abuse counselors to provide the best programming possible to help deal with the current widespread drug epidemic.
- I also am responsible for coordinating volunteer programs such as AA and Church services, and making sure each Inmate has access to religious materials as required by policy.

### **Booking / Intake Sergeant**

**Grafton County Department of Corrections – North Haverhill, NH**

**01/2013- 02/2014**

- As the booking and Intake Sergeant I was responsible to process all incoming and outgoing Inmate paperwork and ensure that all the legal information is accurate. This ensures that the Grafton County DOC does not release someone or detain someone illegally.
- I was also required to supervise all Video Arraignments and complete necessary court documents required for each hearing.

### **Shift Supervisor**

**Grafton County Department of Corrections – North Haverhill, NH**

**08/2011- 10/2013**

- During my tenure as a Shift Supervisor I was responsible for the Daily Operations of the Facility, supervising at times over 100 inmates as well as 10 staff members. I was required to conduct performance evaluations for as well as review all Disciplinary and Incident reports.
- During this time period I was selected to be a part of the Transition Team for Grafton County. These teams was designed train and learn how a new facility operates and help write policies and procedures as well as train other staff members before working in the new facility.

### **Correctional Officer**

**Grafton County Department of Corrections – North Haverhill, NH**

**06/07- 08/2011**

- Starting out as a Correctional Officer I was responsible for the basic supervision of Inmates but quickly moved into a recordkeeping position. This position required that I work with the Facility Lieutenant conducting classification reviewing all Inmate records. I was also responsible for a portion of Disciplinary hearings.
- I also had the privilege of working with the Correctional Educator and Superintendent to help design a new GED / HiSET program. This program changed the graduation rate from 1 per year to over 20.

# Lucille (Buteau) Amero

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## Objective

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To work as part of a team to achieve desired goals and to provide high quality service.

## Summary

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Over 15 years of experience in management and supervision.  
Highly effective in promoting a positive, productive environment.  
Reputation for excellence and high quality service to individuals  
Strong interpersonal and communication skills.  
Remain calm and work well under demanding conditions.  
Proven record of innovative and effective staff development.  
Strong commitment, vision and leadership.  
Sharp, quick learner; willing to get involved.  
Strength in analyzing, researching, organizing, and problem solving.  
Excellent organizational and communication skills.  
Conscientious and thorough with detail.  
Equally effective working independently and in cooperation with others.  
Keen perception for extracting important data.  
Innovative in designing and carrying out projects.  
Highly motivated to achieve set goals.  
Well organized and focused in coordinating projects  
Successful in mastering new skills through hands-on experience

## Professional Experience

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*03/21/2016 - Present                      Grafton County                      North Haverhill NH*

**Grafton County Department of Corrections Substance Abuse Coordinator**

*10/01/2014 - 03/21/16                      Grafton County                      North Haverhill NH*

**Director of Grafton County Alternative Sentencing Programs.**

*06/15/2007— 04/07/2014 TRI-County Community Action Program Berlin, NH*

**Division Director of Substance Abuse Services**  
**Supervise 7 programs and 30 staff members, develop programs, submit grants, request for proposal and contracts.**

*11/20/2006— 06/14/2007                      TRI-County Community                      Action Program*

Berlin, NH

**Clinical Director of Friendship House**

Provide clinical supervision to clinical staff and administration staff on a daily basis, carry a caseload of 5 clients and conduct educational classes and group therapy

01/06/2006— 11/19/2007      TRI-County Community      Berlin, NH  
Action Program

**Program Director of Impaired Driver Impairment Programs**

**NH Certified Impaired Driver Intervention Instructor and Counselor**

Stay current with NH state safety laws regarding driving while under the influence of substances, NH Certified Instructor, PRIME Instructor and conducted risk assessments and provide aftercare recommendation to client.

08/18/2005— 06/15/2007      TRI-County Community      Berlin, NH  
Action Program

**Part Time Administration Assistant and Impaired Driver Intervention Instructor and Counselor**

Stay current with NH state safety laws regarding driving while under the influence of substances, NH Certified Instructor, PRIME Instructor and conducted risk assessments and provide aftercare recommendation to client.

05/01/1999— 06/15/2003      Northern NH Mental Health      Berlin, NH

A substance abuse counselor and a mental health crisis care worker.

**Degrees**

NH Licensed Alcohol and Drug Counselor      May 2000

Associate's Degree in Human Science, Berlin Community College      June 1997

Bachelor's Degree in Science      Springfield College      June 2000

# Kenn Stransky

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## Education and Credentials

Master in Adult Education Administration, in process, Ohio University  
Graduate credential Leadership Excellence Academy, Certified Manager in Program Improvement  
Bachelors of Arts in Government/United States History, The University of the State of New York

Member: State of Vermont Department of Education State Professional Development Team  
New England Adult Education Leadership Excellence Academy  
National Correctional Educators Association  
American Association for Adult & Continuing Education  
National Center for Family Literacy (Alliance)

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## Professional Education Experience

**Grafton County Department of Corrections, North Haverhill, NH** May 2008 to present  
**Certified Recovery Support Worker, Addiction Counselor**, (Part time) Oct. 2014 to present.  
Working in the Programs Department provided intake, orientation and addiction counseling services for those facing addictions while incarcerated. This program is partly funded through the New Hampshire Bureau of Drug Addiction Services Agency.

### **Correctional Educator** (contracted)

Through direct contract employment with Grafton County, created an education program to serve incarcerated adult males and females at this 100+-bed maximum-security facility. In less than one year's time, the program received the recognition of the highest graduation rate in the entire NH Corrections system. In the second year service was expanded to released inmates that now return weekly for their education. The delivery system is designed to serve the adult needs of an entire system that is currently 80 percent coded for special education services. All of this was accomplished in eight to sixteen hours of employment per week.

**North Country Educational Services, Gorham, NH** 2001 to June 2008  
Southeastern Regional Education Service Center, Inc., Bedford, NH

### **Correctional Educator** (part-time)

Through a grant from the New Hampshire Department of Education, provided contracted tutorial services for incarcerated coded high school special education students at the **Coos County** Correctional facility. In 2005, responsibilities were expanded to include the much larger Grafton County correctional facility. In addition, I provided adult education instruction to the general inmate population.

**Vermont Learning Works, Northeast Kingdom Learning Services, Canaan, VT** 2002 to Oct. 2014.

### **Adult Learning Center Manager, Regional Multi-Service Specialist, Adult Educator.**

Coordinate and provide all adult education, Even Start and Migrant Education services in Essex County, VT. Established the Canaan Learning Center that now has the highest adult education graduation rate in the Northeast Kingdom region. Designed curriculum and services, interfaced with the local high school and supervisory union for Vermont High School Completion Program, attended meetings of local partners to coordinate and deliver services to former Ethan Allen Furniture workers.

**Northeast Kingdom Learning Services, Canaan, VT**

2000 to 2002

### **Specialized Educator**

One-on-one educator for special needs adult high school students in a pilot program of education for convicted sex offenders. Successfully planned and brought students to the award of their diplomas.

Coordinated services between Essex North Supervisory Union, Northeast Kingdom Learning Services, and the State of Vermont Agency of Human Services.

# Kenn Stransky

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PAGE TWO

## Other Experience

Northeast Kingdom, VT and North Country, NH

1993 to 2000

### Freelance Journalist

Reported all local, regional, and business news for *Burlington Free Press*, *Newport Daily*, *Colebrook News & Sentinel* newspapers. Reported on school and Selectboard meetings in Essex and Orleans counties (VT) and Coos County (NH). Was a national Pulitzer Prize finalist for local reporting.

Paramount Brands, New York, NY

1990 to 1993

### Key Accounts Manager

Opened and serviced all prestige accounts for New York's leading beverage importer. Coordinated all public events and product launches. Coordinated media and public relations for brands such as Georges Duboeuf, Glen Ellen, Veuve Clicquot, and Benziger.

Shaffer, Clarke USA, Greenwich, CT

1985 to 1990

### National Sales Manager, Food Service

Managed a national sales staff. Responsible for multi-million dollar divisional budget. Coordinated foreign production and American launches of products such as New Zealand lamb, Carr's Biscuits, and Bonne Maman preserves.

Hilton International, 3 World Trade Center, New York, NY

1982 to 1985

### Assistant Purchasing Agent

Responsible for food, beverage and furniture purchasing for Hilton International's flagship hotel and restaurants at New York's World Trade Center. Coordinated all of the purchases for this location.

Long Island Beef Export, New York, NY

1980 to 1982

### Export Sales Coordinator

Interfaced with European and Hilton International customers. Arranged exports.

United Brands, New York, NY

1978 to 1980

### Management Trainee

Trained in all aspects of this international food company known mostly for Chiquita bananas.

- **Guardian ad Litem** in the Vermont Court system since 1997
- **Board member:**
  - Chair, Town of Norton Selectboard and Chair of the Planning Commission
  - Northeast Kingdom Community Action, board treasurer
  - Northeastern Vermont Development Association, President
  - Northeast Kingdom Human Services, board member
  - Northeast Kingdom Collaborative, Chair
  - Nulhegan Gateway Association, President
  - Grace Community Church, Treasurer
- **Member:**
  - Colonial Williamsburg Foundation
  - National Wildlife Federation
  - National Trust for Historic Preservation
  - Vermont Historical Society
- 2006 *Time* magazine Person of the Year
- I enjoy sheep farming, cooking and historic preservation

- **Member:** Colonial Williamsburg Foundation  
National Wildlife Federation  
National Trust for Historic Preservation  
Vermont Historical Society
- 2006 *Time* magazine Person of the Year
- I enjoy sheep farming, cooking and historic preservation



## Karen McNamara LADC

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**OBJECTIVE:** To work with individuals, groups and families experiencing problems related to substance abuse disorders

### **QUALIFICATIONS**

I have had training and experience counseling and educating individuals, families and groups about substance abuse, prevention and recovery. I have case managed men and women with chronic substance abuse, and have facilitated support groups and educational sessions. I am well versed in facilitating Seeking Safety groups. I am a skilled, empathic listener with experience working with people from diverse backgrounds. I have provided support for incarcerated men and women and those referred by the criminal justice system. I also worked as a clinical supervisor overseeing other substance abuse counselors. I am familiar with statistical reports required by the State of New Hampshire and the use of WITS.

### **EMPLOYMENT**

12/2011-present Private Practice LADC, SAP in Littleton, NH

10/07-present Substance Abuse Counselor Grafton County House of Corrections

08/02- 1/2012 Outpatient Counselor, TCCAP/Friendship House Woodsville, NH  
This position included work at GCHOC

05/99-2008 LADC Counselor, TCCAP/IDIP  
provided individual sessions to Phase II, exit interviews for IDIP

01/01-2006 Counselor, TCCAP/North Country Academy Prison Diversion  
Carroll County Strict Probation  
Provided assessments and evaluations of program candidates.

09/96-01/00 Counselor, TCCAP/Friendship House Bethlehem, NH  
I worked as a primary clinician, clinical supervisor and team leader

10/97-2004 Counselor, Division of Alcohol and Drug Abuse Prevention and Recovery  
New Hampshire State Prison Laconia, NH  
I provided incarcerated men and women with substance abuse and recovery educational groups and did assessments for individuals returning to the community.

08/93-12/95 Aftercare Counselor – Pine Street Inn/Celeste House

09/91-08/93 Support Staff Counselor – Pine Street Inn/Celeste House

### **EDUCATION**

1973 North Attleboro High School- College Prep Courses  
1977 Holliston Jr College – Certificate in Animal Technology  
1993 Stone Hill College – Substance Abuse Counseling Certificate  
1996 Massachusetts CADAC  
1998 New Hampshire LADC #0309

## KEY ADMINISTRATIVE PERSONNEL

### NH Department of Health and Human Services

**Vendor Name:** Grafton County Department of Corrections

**Name of Program/Service:** Grafton County DOC Program Department

<b>BUDGET PERIOD:</b>			
<b>Name &amp; Title Key Administrative Personnel</b>	<b>Annual Salary of Key Administrative Personnel</b>	<b>Percentage of Salary Paid by Contract</b>	<b>Total Salary Amount Paid by Contract</b>
Julie Libby- County Administrator	\$110,202	0.00%	\$0.00
Tom Elliott- GCDOC Superintendent	\$83,184	0.00%	\$0.00
Mark Deem- Sergeant, Program Supervisor	\$50,377	0.00%	\$0.00
Lucille Amero- LADC, Clinical Supervisor	\$56,784	100.00%	\$56,784.00
Kenn Stransky- CRSW, RSS Case Manager	\$27,737	100.00%	\$27,737.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)</b>			<b>\$84,521.00</b>

Key Administrative Personnel are top-level agency leadership (Executive Director, CEO, CFO, etc.). These personnel MUST be listed, **even if no salary is paid from the contract**. Provide their name, title, annual salary and percentage of annual salary paid from the agreement.



25 mac

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF BEHAVIORAL HEALTH

Jeffrey A. Meyers  
Commissioner

Katja S. Fox  
Director

129 PLEASANT STREET, CONCORD, NH 03301  
603-271-9422 1-800-852-3345 Ext. 9422  
Fax: 603-271-8431 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

6/29/16  
#25

June 16, 2016

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

1. Authorize the Department of Health and Human Services, Bureau of Drug and Alcohol Services, to enter into amendments to existing Agreements with the Vendors listed below, except for Tri-County Community Action Program, Inc., to increase the service rates. The service rates' increase will raise compensation for direct services staff and modify supervision requirements, effective upon the date of Governor and Executive Council approval.
2. Authorize the Department of Health and Human Services, Bureau of Drug and Alcohol Services, to enter into an Amendment with South Eastern New Hampshire Alcohol and Drug Abuse Services, 272 County Farm Road, Dover, NH, 03820, to expand the types of substance use disorder treatment services being offered to clients by adding partial hospitalization services, transitional living services, and withdrawal management services, effective upon the date of Governor and Executive Council approval.

There are no changes to the Agreements' combined price limitation of \$12, 032,600 and no changes to the completion dates of June 30, 2017. The original contracts were approved by Governor and Executive Council on March 23, 2016 (Item #6), except for contract with Goodwin Community Health which was approved on June 1, 2016 (Item #12). An amendment for Tri-County Community Action was approved by Governor and Executive Council on June 15, 2016 (Late Item #A1). The sources of funds for these actions are as follows: 64.5% Federal, 21.5% General, and 14% Other Funds.

Summary of Contract Vendors by Amounts:

Vendor	Current Budgeted Amount	Increase /Decrease Amount	Revised Budget Amount
Concord Hospital, Inc. Concord	\$72,700	\$0	\$72,700
Families First of the Greater Seacoast, Portsmouth	\$35,900	\$0	\$35,900
Families in Transition, Manchester	\$357,600	\$0	\$357,600
Goodwin Community Health	\$489,500	\$0	\$489,500
Grafton County Department of Corrections, North Haverhill	\$95,300	\$0	\$95,300
Greater Nashua Council on Alcoholism, Inc., Nashua	\$3,734,500	\$0	\$3,734,500
HALO Educational Systems, Canaan	\$678,400	\$0	\$678,400
Headrest, Inc., Lebanon	\$453,700	\$0	\$453,700
Horizons Counseling Center, Inc., Gilford	\$239,900	\$0	\$239,900
Manchester Alcoholism Rehabilitation Center, Manchester	\$643,300	\$0	\$643,300
National Council on Alcoholism and Drug Dependency/Greater Manchester, Manchester	\$1,715,000	\$0	\$1,715,000
Phoenix Houses of New England, Providence Rhode	\$1,497,600	\$0	\$1,497,600

Vendor	Current Budgeted Amount	Increase /Decrease Amount	Revised Budget Amount
Island			
South Eastern New Hampshire Alcohol and Drug Abuse Services, Dover	\$1,455,800	\$0	\$1,455,800
Tri-County Community Action Program, Inc. Berlin	\$460,000	\$0	\$460,400
The Youth Council, Nashua	\$103,000	\$0	\$103,000
<b>Total</b>	<b>\$12,032,600</b>	<b>\$0</b>	<b>\$12,032,600</b>

Funds to support this request are available in State Fiscal Years 2016 and 2017 in the following accounts, with the authority to adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, without approval of the Governor and Executive Council.

**Please see attached financial details.**

**EXPLANATION**

The attached amendments represent the final fourteen (14) of a total of fifteen (15) amendments with a total combined price limitation of \$12,032,600. On June 15, 2016 (Late Item #A1), Governor and Executive Council approved an amendment with Tri-County Community Action Program, Inc. to allow the Contractor to be reimbursed for services at increased rates, to modify the personnel supervision, and to provide planning activities for new construction or renovations for residential substance use disorder treatment services.

The current substance use disorders treatment workforce in New Hampshire is inadequate to meet the needs of individuals, families and communities across the state. Many factors contribute to this workforce shortage; two factors are low compensation and an insufficient pool of qualified supervisors.

Approval of these fourteen (14) Amendments will allow the Contractors to be reimbursed for services at increased rates and modify the personnel supervision requirements. The higher rates will increase the compensation for direct service staff providing substance use disorder treatment and recovery support services to clients. In addition, these Amendments allow the Contractor's qualified supervisors to provide clinical supervision to a larger number of clinicians to better leverage the available pool of qualified supervisors.

Approval of South Eastern New Hampshire Services' Amendment will allow the Contractor to expand the array of substance use disorder treatment services available in the greater Dover area. The Contractor will add partial hospitalization services, transitional living services, and withdrawal management to their scope of services. Historically, this array has been somewhat limited; however, changes within the organization have led to a request to expand the available service array to include services that are critically needed in the area.

The Department is not seeking an increase to the price limitations to these Agreements because the Contractors have been billing other public and private insurance sources as more and more New Hampshire citizens have health insurance that covers these services. The Contractors' seek reimbursement from the Department for only those services that are not covered by any public or private insurance. Not increasing the price limitation allows the Department to utilize available funding for other types of services such as substance misuse prevention, early intervention and recovery support services. The Department will monitor the utilization and spending of the Contractors. If needed, the Department will submit future amendments to increase the Agreements' price limitations to ensure services are available to citizens of New Hampshire.

These amendments are part of the Department's overall strategy to respond to the opioid epidemic that continues to negatively impact New Hampshire's individuals, families, and communities as well as to respond to other types of substance use disorders. In 2014 there were 326 drug overdose

deaths in New Hampshire, in 2015 there were 431. This number is expected to increase as cases are still pending analysis.

These contractors were selected through a competitive bid process.

The Department will monitor the performance of the Vendors by reviewing monthly reports such as the number of clients admitted to and discharged from the substance use disorder treatment programs and post-discharge follow up, quarterly usage of the number of clients and services being provided by the Contractors, completing site visits, and reviewing client records. In addition, the Department is piloting a Quality Monitoring and Improvement Plan to manage the performance of these contracts.

The Contract for Greater Nashua Council on Alcoholism, Inc. includes language in Exhibit B, Paragraph 8.4 that allows the Department to amend the contract by adjusting amounts between budget line items for statewide Crisis Services, within the price limitation, upon written agreement of both parties without Governor and Executive Council approval, if needed and justified.

The attached Contracts include language that reserves the right to renew each contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of contracted services and Governor and Executive Council approval.

Should the Governor and Executive Council determine to not authorize this Request; the additional critical components in the Department's workforce development to provide substance use disorder services would not be addressed, which could result in exacerbating workforce attrition and shortages.

Area served: Statewide.

Source of Funds: 64.50% Federal Funds from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, CFDA #93.959, Federal Award Identification Number TI010035-15, and 21.5% General Funds, and 14% Other Funds from the Governor's Commission on Alcohol and Other Drug Abuse Prevention, Intervention and Treatment.

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Katja S. Fox  
Director

Approved by:



Jeffery A. Meyers  
Commissioner

Attachment A  
Financial Details

05-95-49-491510-2989 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF COMM  
BASED CARE SVC, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS

Concord Hospital, Inc (Vendor #177653 B014)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$1,745	\$0	\$1,745
2017	102-500734	Contracts for Prog Svc	\$8,724	\$0	\$8,724
<b>Sub-total</b>			<b>\$10,469</b>	<b>\$0</b>	<b>\$10,469</b>

Families First of the Greater Seacoast (Vendor #166629 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$382	\$0	\$382
2017	102-500734	Contracts for Prog Svc	\$2,003	\$0	\$2,003
<b>Sub-total</b>			<b>\$2,385</b>	<b>\$0</b>	<b>\$2,385</b>

Goodwin Community Health (Vendor #156668 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$11,748	\$0	\$11,748
2017	102-500734	Contracts for Prog Svc	\$61,677	\$0	\$61,677
<b>Sub-total</b>			<b>\$73,425</b>	<b>\$0</b>	<b>\$73,425</b>

County of Grafton (Vendor #177397 B003)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$2,287	\$0	\$2,287
2017	102-500734	Contracts for Prog Svc	\$12,008	\$0	\$12,008
<b>Sub-total</b>			<b>\$14,295</b>	<b>\$0</b>	<b>\$14,295</b>

Attachment A  
Financial Details

Greater Nashua Council on Alcoholism (Vendor #166574 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$89,628	\$0	\$89,628
2017	102-500734	Contracts for Prog Svc	\$470,547	\$0	\$470,547
<b>Sub-total</b>			<b>\$560,175</b>	<b>\$0</b>	<b>\$560,175</b>

HALO Ed Systems (Vendor #230732 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$16,282	\$0	\$16,282
2017	102-500734	Contracts for Prog Svc	\$85,478	\$0	\$85,478
<b>Sub-total</b>			<b>\$101,760</b>	<b>\$0</b>	<b>\$101,760</b>

Headrest, Inc (Vendor #175226 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$10,889	\$0	\$10,889
2017	102-500734	Contracts for Prog Svc	\$57,166	\$0	\$57,166
<b>Sub-total</b>			<b>\$68,055</b>	<b>\$0</b>	<b>\$68,055</b>

Horizons Counseling Center, Inc (Vendor #156808 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$5,758	\$0	\$5,758
2017	102-500734	Contracts for Prog Svc	\$30,227	\$0	\$30,227
<b>Sub-total</b>			<b>\$35,985</b>	<b>\$0</b>	<b>\$35,985</b>

Attachment A  
Financial Details

Manchester Alcoholism Rehabilitation Center (Vendor #177204 B005)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$15,439	\$0	\$15,439
2017	102-500734	Contracts for Prog Svc	\$81,056	\$0	\$81,056
<b>Sub-total</b>			\$96,495	\$0	\$96,495

National Council on Alcoholism and Drug Abuse Services (Vendor #177265 R001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$34,296	\$0	\$34,296
2017	102-500734	Contracts for Prog Svc	\$180,054	\$0	\$180,054
<b>Sub-total</b>			\$214,350	\$0	\$214,350

Phoenix Houses of New England, Inc. (Vendor #177589 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$35,942	\$0	\$35,942
2017	102-500734	Contracts for Prog Svc	\$188,698	\$0	\$188,698
<b>Sub-total</b>			\$224,640	\$0	\$224,640

Southeastern New Hampshire Alcohol and Drug Abuse Services (Vendor #155292 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$34,939	\$0	\$34,939
2017	102-500734	Contracts for Prog Svc	\$183,431	\$0	\$183,431
<b>Sub-total</b>			\$218,370	\$0	\$218,370



Attachment A  
Financial Details

Tri-County Community Action Programs, Inc (Vendor #177195 B009)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$8,842	\$0	\$8,842
2017	102-500734	Contracts for Prog Svc	\$46,418	\$0	\$46,418
<b>Sub-total</b>			\$55,260	\$0	\$55,260

The Youth Council (Vendor #154886 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$2,215	\$0	\$2,215
2017	102-500734	Contracts for Prog Svc	\$11,630	\$0	\$11,630
<b>Sub-total</b>			\$13,845	\$0	\$13,845
<b>Total Gov. Comm</b>			<b>\$1,689,509</b>	<b>\$0</b>	<b>\$1,689,509</b>

**05-95-49-491510-2990 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES**

Concord Hospital, Inc (Vendor #177653 B014)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$12,795	\$0	\$12,795
2017	102-500734	Contracts for Prog Svc	\$49,436	\$0	\$49,436
<b>Sub-total</b>			\$62,231	\$0	\$62,231

Families First of the Greater Seacoast (Vendor #166629 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$2,798	\$0	\$2,798
2017	102-500734	Contracts for Prog Svc	\$30,717	\$0	\$30,717
<b>Sub-total</b>			\$33,515	\$0	\$33,515

Attachment A  
Financial Details

Families in Transition (Vendor #157730 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$71,520	\$0	\$71,520
2017	102-500734	Contracts for Prog Svc	\$286,080	\$0	\$286,080
<b>Sub-total</b>			<b>\$357,600</b>	<b>\$0</b>	<b>\$357,600</b>

Goodwin Community Health (Vendor #156668 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$86,152	\$0	\$86,152
2017	102-500734	Contracts for Prog Svc	\$329,923	\$0	\$329,923
<b>Sub-total</b>			<b>\$416,075</b>	<b>\$0</b>	<b>\$416,075</b>

County of Grafton (Vendor #177397 B003)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$16,773	\$0	\$16,773
2017	102-500734	Contracts for Prog Svc	\$64,232	\$0	\$64,232
<b>Sub-total</b>			<b>\$81,005</b>	<b>\$0</b>	<b>\$81,005</b>

Greater Nashua Council on Alcoholism (Vendor #166574 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$667,112	\$0	\$667,112
2017	102-500734	Contracts for Prog Svc	\$2,507,213	\$0	\$2,507,213
<b>Sub-total</b>			<b>\$3,174,325</b>	<b>\$0</b>	<b>\$3,174,325</b>

Attachment A  
Financial Details

HALO Ed Systems (Vendor #230732 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$119,398	\$0	\$119,398
2017	102-500734	Contracts for Prog Svc	\$457,242	\$0	\$457,242
<b>Sub-total</b>			\$576,640	\$0	\$576,640

Headrest, Inc (Vendor #175226 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$79,851	\$0	\$79,851
2017	102-500734	Contracts for Prog Svc	\$305,794	\$0	\$305,794
<b>Sub-total</b>			\$385,645	\$0	\$385,645

Horizons Counseling Center, Inc (Vendor #156808 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$42,222	\$0	\$42,222
2017	102-500734	Contracts for Prog Svc	\$161,693	\$0	\$161,693
<b>Sub-total</b>			\$203,915	\$0	\$203,915

Attachment A  
Financial Details

Manchester Alcoholism Rehabilitation Center (Vendor #177204 B005)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$113,221	\$0	\$113,221
2017	102-500734	Contracts for Prog Svc	\$433,584	\$0	\$433,584
<b>Sub-total</b>			\$546,805	\$0	\$546,805

National Council on Alcoholism and Drug Abuse Services (Vendor #177265 R001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$537,504	\$0	\$537,504
2017	102-500734	Contracts for Prog Svc	\$963,146	\$0	\$963,146
<b>Sub-total</b>			\$1,500,650	\$0	\$1,500,650

Phoenix Houses of New England, Inc (Vendor #177589 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$263,578	\$0	\$263,578
2017	102-500734	Contracts for Prog Svc	\$1,009,382	\$0	\$1,009,382
<b>Sub-total</b>			\$1,272,960	\$0	\$1,272,960

Attachment A  
Financial Details

Southeastern New Hampshire Alcohol and Drug Abuse Services (Vendor #155292 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$256,221	\$0	\$256,221
2017	102-500734	Contracts for Prog Svc	\$981,209	\$0	\$981,209
<b>Sub-total</b>			<b>\$1,237,430</b>	<b>\$0</b>	<b>\$1,237,430</b>

Tri-County Community Action Programs, Inc (Vendor #177195 B009)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$156,838	\$0	\$156,838
2017	102-500734	Contracts for Prog Svc	\$248,302	\$0	\$248,302
<b>Sub-total</b>			<b>\$405,140</b>	<b>\$0</b>	<b>\$405,140</b>

The Youth Council (Vendor #154886 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$16,245	\$0	\$16,245
2017	102-500734	Contracts for Prog Svc	\$72,910	\$0	\$72,910
<b>Sub-total</b>			<b>\$89,155</b>	<b>\$0</b>	<b>\$89,155</b>
<b>Total Clinical Svcs</b>			<b>\$10,343,091</b>	<b>\$0</b>	<b>\$10,343,091</b>
<b>Grand Total</b>			<b>\$12,032,600</b>	<b>\$0</b>	<b>\$12,032,600</b>



**State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to the Substance Use Disorder Treatment and Recovery Support Services  
Contract**

This first Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment 1") dated May 25, 2016, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Grafton County Department of Corrections (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 3787 Dartmouth College Highway, North Haverhill, NH 03774.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on March 23, 2016 (Item #6) (hereinafter referred to as "Contract"), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified;

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract;

WHEREAS, pursuant to the Agreement (section 18 of the General Provisions of the Form P-37), the Agreement may be amended only by written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the State and the Contractor agree to increase the service rates, within the price limitation; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties agree as follows:

1. Except as specifically amended and modified by the terms and conditions in this Amendment #1, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.
2. Replace Exhibit A Scope of Services, Section 18.1 through 18.1.3.3 as follows:
  - 18.1. The Contractor shall meet the minimum staffing requirements as follows:
    - 18.1.1. Provide at least one:
      - 18.1.1.1. Masters Licensed Alcohol and Drug Counselor (MLADC); and/or
      - 18.1.1.2. Licensed Alcohol and Drug Counselor (LADC) who also holds the Licensed Clinical Supervisor (LCS) credential;
    - 18.1.2. Agrees that all unlicensed staff providing treatment, education and/or recovery support services shall be under the direct supervision of:
      - 18.1.2.1. An MLADC; or
      - 18.1.2.2. A LADC with the LCS (Licensed Clinical Supervisor) credential; and



- 18.1.2.3. Agrees that MLADC, or LADC with the LCS, shall supervise a maximum of eight unlicensed staff unless the Department has approved an alternative supervision plan submitted by the Contractor.
  - 18.1.3. Agrees that at least one Certified Recovery Support Worker (CRSW) for every 50 clients or portion thereof.
3. Add to Exhibit A Scope of Services, Section 18.11 as follows
- 18.11. The Contractor agrees to the following:
    - 18.11.1. The new rates in Exhibit B-1 Amendment #1.
    - 18.11.2. The rate increase to the new rates to the fee for services is to support increase in staff wages to recruit and retain staff who provide direct substance use disorder treatment and recovery support services to clients in this Agreement;
    - 18.11.3. To utilize the amount of increase to increase the wages for direct services staff compensation including base compensation for any open positions;
    - 18.11.4. Notwithstanding Section 18.11.2, agrees to demonstrate to the Department, in the event the Contractor has business policies or other reasons that would prevent the Contractor for using all the increase for wage increases, that at least ten (10%) of the increase was used for wage increases to staff salaries and to provide to the Department the explanation that prevented the Contractor from using the full amount of the increase to increase wages;
      - 18.11.4.1. Agrees to submit a plan for Department approval to use the amount of increase not used for wage increases in Section 18.11.3. portion of the increases for other than wage increases in the event of Section 18.11.3;
    - 18.11.5. That direct services staff is defined as any individual employed by the Contractor for whom at least fifty (50) percent of the hours the individual works for the Contractor are spent delivering clinical and/or recovery support services directly to client of the provider.
4. Add to Exhibit B Method and Conditions Precedent to Payment, Section 5.6 as follows:
- 5.6 To the extent possible, the Contractor shall bill for services provided under this contract through WITS. For any services that are unable to be billed through WITS, the vendor shall work with the Department to develop an alternative process for submitting invoices.
5. Delete Exhibit B-1 Service and Fee Table, and replace with Exhibit B-1 Amendment #1 Service and Fee Table.

Contractor Initials: *jl*  
Date: *5/31/16*

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services



This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

6/10/16  
Date

[Signature]  
Katja S Fox  
Director

Grafton County Department of Corrections

5/31/16  
Date

[Signature]  
NAME Julie L. Libby  
TITLE County Administrator

Acknowledgement:

State of NH, County of Grafton on 5/31/16, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

[Signature]  
Name and Title of Notary or Justice of the Peace  
Commission Expires: 11-20-2018



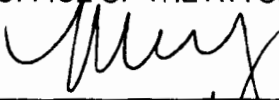
New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

Date 6/14/16

  
Name: Megan Yapple  
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Contractor Initials: je  
Date: 5/31/16



Exhibit B-1 Amendment #1

**Service and Fee Table**

1. The Contractor shall be reimbursed for the Services and up to the Contract Rates in Table A below.
  - a. The Contract Rates in the Table A are the maximum allowed charged used in the Methods for Charging for Services under this Contract in Exhibit B, Section 4.

**Table A**

Service	Contract Rate (Maximum Allowed Charge)	Unit	Service Limit
Clinical Evaluation	\$275.00	Per evaluation	1 evaluation per 90 days, per client
Individual Outpatient	\$22.00	15 min	\$200 of combined individual & group per week, per client
Group Outpatient	\$6.60	15 min	
Continuous Recovery Monitoring - Attempted	\$16.50	Per 3 attempted contacts over the course of at least 1 week	\$60 of combined attempted and completed per month for the first 12 months post discharge, per client
Continuous Recovery Monitoring - Completed	\$16.50	Per 1 completed contact	
Individual Recovery Support Services (Non-Clinical)	\$16.50	15 min	\$160 per week, per client



6 mac

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
OFFICE OF MEDICAID BUSINESS AND POLICY

Jeffery A. Meyers  
Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857  
603-271-9422 1-800-852-3345 Ext. 9422  
Fax: 603-271-8431 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

Kathleen A. Dunn  
Associate Commissioner  
Medicaid Director

3/23/16 #6

March 7, 2016

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Bureau of Drug and Alcohol Services, to enter into Agreements with multiple Vendors, listed below, to provide substance use disorder treatment and recovery support services statewide, in an amount not to exceed \$11,451,100, effective April 1, 2016 through June 30, 2017, upon approval by Governor and Executive Council. 56.1% Federal, 29.4% General, and 14.5% Other Funds.

Summary of contracted amounts by Vendor:

Vendor	Budgeted Amount
Concord Hospital, Inc. Concord	\$72,700
Families First of the Greater Seacoast, Portsmouth	\$35,900
Families in Transition, Manchester	\$357,600
Grafton County Department of Corrections, North Haverhill	\$95,300
Greater Nashua Council on Alcoholism, Inc., Nashua	\$3,734,500
HALO Educational Systems, Canaan	\$678,400
Headrest, Inc., Lebanon	\$453,700
Horizons Counseling Center, Inc., Gilford	\$239,900
Manchester Alcoholism Rehabilitation Center, Manchester	\$643,300

<b>Vendor</b>	<b>Budgeted Amount</b>
National Council on Alcoholism and Drug Dependency/Greater Manchester, Manchester	\$1,715,000
Phoenix Houses of New England, Providence Rhode Island	\$1,497,600
South Eastern New Hampshire Alcohol and Drug Abuse Services, Dover	\$1,455,800
Tri-County Community Action Program, Inc., Berlin	\$368,400
The Youth Council, Nashua	\$103,000
<b>Total</b>	<b>\$11,451,100</b>

Funds to support this request are available in State Fiscal Years 2016 and 2017 in the following accounts, with the authority to adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, without approval of the Governor and Executive Council.

Please see Attachment A for fiscal details.

#### **EXPLANATION**

The attached agreements represent fourteen (14) of a total fifteen (15) agreements with a combined price limitation of \$11,451,100 of a total \$11,940,600 that will allow the Contractors listed to provide an array of Substance Use Disorder Treatment and Recovery Support Services statewide to children and adults with substance use disorders, who have income below 400% the Federal Poverty level and are residents of New Hampshire or are homeless in New Hampshire. (See attached Summary of Contracted Services by Vendor). Substance use disorders occur when the use of alcohol and/or drugs causes clinically and functionally significant impairment, such as health problems, disability, and failure to meet major responsibilities at work, school, or home. The existence of a substance use disorder is determined using a clinical evaluations based on Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition criteria. The final contract will be presented to the Governor and Executive Council at an upcoming meeting.

These Agreements are part of the Department's overall strategy to respond to the opioid epidemic that continues to negatively impact New Hampshire's individuals, families, and communities as well as to respond to other types of substance use disorders. In 2014 there were 325 drug overdose deaths in New Hampshire with the death toll for 2015 at 385 as of January 8, 2016; however, the 2015 statistics are expected to increase as cases are still pending analysis.

The Department published a Request for Proposals for Substance Use Disorder Treatment and Recovery Support Services (RFP #16-DHHS-DCBCS-BDAS-03) on the Department of Health and Humans Services website November 3, 2015 to December 15, 2015. The Department received fifteen proposals. These proposals were reviewed and scored by a team of individuals with program specific knowledge. The Department selected all the Vendors to provide these services (See attached Summary Score Sheet).

Some of the Vendors' proposals scored lower than anticipated; however, it was determined that losing substance use disorder treatment and recovery support services in the midst of an Opioid Crisis would be detrimental to the individuals, families, and communities of New Hampshire. In order to ensure effective delivery of services, the Department has strengthened language in the Vendors' contracts.

The Contract includes language to assist pregnant and parenting women by providing interim services if they are on a waitlist, to ensure clients have faster access to services by maintaining and monitoring a waitlist on an agency and statewide level, to ensure clients contribute to the cost of services by assessing client income at intake and on a monthly basis, and to ensure care coordination for the clients by assisting them with accessing services or working with a client's existing provider for physical health, behavioral health, medication assisted treatment and peer recovery support services.

The Department will monitor the performance of the Vendors by monitoring monthly reports, quarterly utilization, completing site visits, and reviewing client records. In addition, the Department is developing a Quality Monitoring and Improvement Plan to manage the performance of these contracts.

The attached Contracts include language that reserves the right to renew each contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of contracted services and Governor and Executive Council approval.

The Contract for Greater Nashua Council on Alcoholism, Inc. includes language in Exhibit B, Paragraph 8.4 that allows the Department to amend the contract by adjusting amounts between budget line items for statewide Crisis Services, within the price limitation, upon written agreement of both parties without Governor and Executive Council approval, if needed and justified.

The Contract for National Council on Alcoholism and Drug Dependency/Greater Manchester includes language in Exhibit A, Section 25, for the use of the Tirrell House, a State owned building, for residential substance use disorder treatment services for up to 14 individuals. The Contract includes up to \$286,000 for repairs/replacement of the fire alarm system, fire suppression system, upgrade the kitchen, and other miscellaneous repairs as required by the joint inspection of the State of New Hampshire Fire Marshall, City of Manchester, and the Department's Health Facilities Administration.

Should the Governor and Executive Council determine to not authorize this Request, the Contractors would not have sufficient resources to promote and provide the array of services necessary to provide individuals with substance use disorders the necessary tools to achieve, enhance and sustain recovery. In addition, failure to obligate the federal funds in the Substance Abuse Prevention and Treatment Block Grant to community based programs to provide alcohol and other drug treatment services could result in the loss of Federal Block Grant funds made available for these services.

Area served: Statewide.

Source of Funds: 56.1% Federal Funds from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, CFDA #93.959, Federal Award Identification Number TI010035-14, and 29.4% General Funds and 14.5% Other Funds from the Governor's Commission on Alcohol and Other Drug Abuse Prevention, Intervention and Treatment.

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Kathleen A. Dunn  
Associate Commissioner



David Clapp  
Facilities

Approved by:



Jeffery A. Meyers  
Commissioner

Attachment A  
Financial Details

**05-95-49-491510-2989 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% Other Funds)**

Concord Hospital, Inc (Vendor #177653 B014)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$1,745
2017	102-500734	Contracts for Prog Svc	\$8,724
<b>Sub-total</b>			<b>\$10,469</b>

Families First of the Greater Seacoast (Vendor #166629 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$382
2017	102-500734	Contracts for Prog Svc	\$2,003
<b>Sub-total</b>			<b>\$2,385</b>

County of Grafton (Vendor #177397 B003)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$2,287
2017	102-500734	Contracts for Prog Svc	\$12,008
<b>Sub-total</b>			<b>\$14,295</b>

Attachment A  
Financial Details

Greater Nashua Council on Alcoholism (Vendor #166574 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$89,628
2017	102-500734	Contracts for Prog Svc	\$470,547
<b>Sub-total</b>			<b>\$560,175</b>

HALO Ed Systems (Vendor #230732 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$16,282
2017	102-500734	Contracts for Prog Svc	\$85,478
<b>Sub-total</b>			<b>\$101,760</b>

Headrest, Inc (Vendor #175226 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$10,889
2017	102-500734	Contracts for Prog Svc	\$57,166
<b>Sub-total</b>			<b>\$68,055</b>

Horizons Counseling Center, Inc (Vendor #156808 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$5,758
2017	102-500734	Contracts for Prog Svc	\$30,227
<b>Sub-total</b>			<b>\$35,985</b>



Attachment A  
Financial Details

Manchester Alcoholism Rehabilitation Center (Vendor #177204 B005)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$15,439
2017	102-500734	Contracts for Prog Svc	\$81,056
<b>Sub-total</b>			<b>\$96,495</b>

National Council on Alcoholism and Drug Abuse Services (Vendor #177265 R001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$34,296
2017	102-500734	Contracts for Prog Svc	\$180,054
<b>Sub-total</b>			<b>\$214,350</b>

Phoenix Houses of New England, Inc. (Vendor #177589 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$35,942
2017	102-500734	Contracts for Prog Svc	\$188,698
<b>Sub-total</b>			<b>\$224,640</b>

Southeastern New Hampshire Alcohol and Drug Abuse Services (Vendor #155292 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$34,939
2017	102-500734	Contracts for Prog Svc	\$183,431
<b>Sub-total</b>			<b>\$218,370</b>

Attachment A  
Financial Details

Tri-County Community Action Programs, Inc (Vendor #177195 B009)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$8,842
2017	102-500734	Contracts for Prog Svc	\$46,418
<b>Sub-total</b>			<b>\$55,260</b>

The Youth Council (Vendor #154886 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$2,215
2017	102-500734	Contracts for Prog Svc	\$11,630
<b>Sub-total</b>			<b>\$13,845</b>
<b>Total Gov. Comm</b>			<b>\$1,616,084</b>

**05-95-49-491510-2990 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES (34.4% General 65.6% Federal)**

Concord Hospital, Inc (Vendor #177653 B014)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$12,795
2017	102-500734	Contracts for Prog Svc	\$49,436
<b>Sub-total</b>			<b>\$62,231</b>

Families First of the Greater Seacoast (Vendor #166629 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$2,798
2017	102-500734	Contracts for Prog Svc	\$30,717
<b>Sub-total</b>			<b>\$33,515</b>

Attachment A  
Financial Details

Families in Transition (Vendor #157730 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$71,520
2017	102-500734	Contracts for Prog Svc	\$286,080
<b>Sub-total</b>			<b>\$357,600</b>

County of Grafton (Vendor #177397 B003)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$16,773
2017	102-500734	Contracts for Prog Svc	\$64,232
<b>Sub-total</b>			<b>\$81,005</b>

Greater Nashua Council on Alcoholism (Vendor #166574 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$667,112
2017	102-500734	Contracts for Prog Svc	\$2,507,213
<b>Sub-total</b>			<b>\$3,174,325</b>

Attachment A  
Financial Details

HALO Ed Systems (Vendor #230732 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$119,398
2017	102-500734	Contracts for Prog Svc	\$457,242
<b>Sub-total</b>			<b>\$576,640</b>

Headrest, Inc (Vendor #175226 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$79,851
2017	102-500734	Contracts for Prog Svc	\$305,794
<b>Sub-total</b>			<b>\$385,645</b>

Horizons Counseling Center, Inc (Vendor #156808 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$42,222
2017	102-500734	Contracts for Prog Svc	\$161,693
<b>Sub-total</b>			<b>\$203,915</b>

Attachment A  
Financial Details

Manchester Alcoholism Rehabilitation Center (Vendor #177204 B005)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$113,221
2017	102-500734	Contracts for Prog Svc	\$433,584
<b>Sub-total</b>			<b>\$546,805</b>

National Council on Alcoholism and Drug Abuse Services (Vendor #177265 R001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$537,504
2017	102-500734	Contracts for Prog Svc	\$963,146
<b>Sub-total</b>			<b>\$1,500,650</b>

Phoenix Houses of New England, Inc (Vendor #177589 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$263,578
2017	102-500734	Contracts for Prog Svc	\$1,009,382
<b>Sub-total</b>			<b>\$1,272,960</b>

Attachment A  
Financial Details

Southeastern New Hampshire Alcohol and Drug Abuse Services (Vendor #155292 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$256,221
2017	102-500734	Contracts for Prog Svc	\$981,209
<b>Sub-total</b>			<b>\$1,237,430</b>

Tri-County Community Action Programs, Inc (Vendor #177195 B009)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$64,838
2017	102-500734	Contracts for Prog Svc	\$248,302
<b>Sub-total</b>			<b>\$313,140</b>

The Youth Council (Vendor #154886 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$16,245
2017	102-500734	Contracts for Prog Svc	\$72,910
<b>Sub-total</b>			<b>\$89,155</b>
<b>Total Clinical Svcs</b>			<b>\$9,835,016</b>
<b>Grand Total</b>			<b>\$11,451,100</b>

Substance Use Disorder Treatment Services and Recovery Support Services:	Individual Outpatient	Group Outpatient	Intensive Outpatient	Partial Hospitalization	Transitional Living	Low-Intensity Residential	High-Intensity Residential	High-intensity Residential for Pregnant and Parenting Women	Ambulatory WM w/o Extended On-Site Monitoring (ASIM Level 1WM)	Medically Monitored Inpatient Withdrawal Management (ASAM Level 3,7 WM)	Medication Assisted Treatment	Continuous Recovery Monitoring	Enhanced Recovery Support Services	Individual Recovery Services (non-clinical)	Group Recovery Support Services (non-clinical)	Statewide Crisis	Crisis services to agency's own clients
Vendors:																	
Concord Hospital, Inc.	X	X	X									X		X			X
Families First of the Greater Seacoast	X										X	X	X	X	X		X
Families in Transition	X	X	X								X	X	X	X	X		X
Goodwin Community Health	X	X	X								X	X	X	X	X		X
Grafton County DOC	X	X	X								X	X	X	X	X		X
Greater Nashua Council on Alcoholism, Inc.	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
HALO Educational Systems	X	X	X			X						X	X	X	X		X
Headrest, Inc.	X	X	X			X						X	X	X	X		X
Horizons Counseling Center, Inc.	X	X	X								X	X	X	X	X		X
Manchester Alcoholism Rehabilitation Center (subsidiary of Easter Seals New Hampshire Inc.) - Total	X	X	X	X	X	X	X			X		X		X	X		X
National Council on Alcoholism and Drug Dependency/Greater Manchester	X	X	X	X	X	X	X		X			X		X	X		X
Phoenix Houses of New England - Total	X	X	X		X	X	X				X	X		X	X		X
South Eastern New Hampshire Alcohol and Drug Abuse Services	X	X	X	X	X	X	X		X			X		X	X		X
Tri-County Community Action Program, Inc.	X	X	X			X	X				X	X		X	X		X
The Youth Council	X	X	X			X	X					X		X	X		X

An "X" indicates that the Vendor will provide the corresponding contracted service.



New Hampshire Department of Health and Human Services  
Office of Business Operations  
Contracts & Procurement Unit  
Summary Score Sheet

Substance Use Disorder Treatment  
and Recovery Support Services

(RFP) #16-DHHS-DCBCS-BDAS-03

RFP Name

RFP Number

Reviewer Names

Bidder Name	Maximum Points	Actual Points
1. <u>Concord Hospital, Inc.</u>	945	687
2. <u>Families First of the Greater Seacoast</u>	945	715
3. <u>Families in Transition</u>	945	751
4. <u>Goodwin Community Health</u>	945	587
5. <u>Grafton County</u>	945	492
6. <u>Greater Nashua Council on Alcoholism, Inc.</u>	945	820
7. <u>HALO Educational Systems</u>	945	460
8. <u>Headrest, Inc.</u>	945	390
9. <u>Horizons Counseling Center, Inc.</u>	945	717
10. <u>Manchester Alcoholism Rehabilitation Center (subsidiary of Easter Seals New Hampshire Inc.)</u>	945	661
11. <u>National Council on Alcoholism and Drug Dependency/Greater Manchester</u>	945	684
12. <u>Phoenix Houses of New England</u>	945	626
13. <u>South Eastern New Hampshire Alcohol and Drug Abuse Services</u>	945	562
14. <u>Tri-County Community Action Program, Inc.</u>	945	570
15. <u>The Youth Council</u>	945	515

- Jaime Powers, BDAS Clinical
1. Services Unit Administrator  
Linda Parker, BDAS Program
2. Specialist IV  
Paul Kiernan, BDAS Program
3. Specialist IV  
Michele Harlan, DHHS Director of
4. Mental Health Services  
Rhonda Siegel, DPHS,
5. Administrator II  
Donna Ferland, NH Hospital
6. Administrator III / Financial Mngr  
P. J. Nadeau, DHHS Financial
7. Manager
8. Ann Driscoll, Administrator



Subject: Substance Use Disorder Treatment and Recovery Support Services (16-DHHS-DCBCS-BDAS-03-SUBST-05)

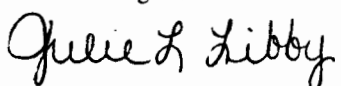
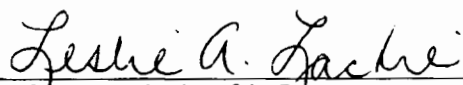
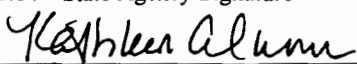
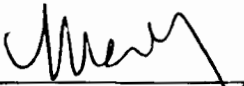
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Grafton County Department of Corrections		1.4 Contractor Address 3787 Dartmouth College Highway North Haverhill, NH 03774	
1.5 Contractor Phone Number 603 787-6941	1.6 Account Number 05-95-49-491510-29890000-102-500734; 05-95-49-491510-29900000-102-500734	1.7 Completion Date June 30, 2017	1.8 Price Limitation \$95,300.
1.9 Contracting Officer for State Agency Eric Borrin, Director		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Julie L. Libby County Administrator	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Grafton</u> On <u>3/1/14</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Leslie A. Lackie, Notary</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <u>Kathleen A. Dunn</u> Associate Commissioner	
Date: <u>3/2/14</u>			
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>3/7/14</u> Megan A. [unclear] - Attorney			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

**2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

#### **8. EVENT OF DEFAULT/REMEDIES.**

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

#### **9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

**10. TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

**11. CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### **14. INSURANCE.**

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials jl  
Date 9/1/16



Exhibit A

**Scope of Services**

**1. Provisions Applicable to All Services**

- 1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

**2. Definitions**

- 2.1. Adolescents: Adolescents are individuals under the age of 18.
- 2.2. American Society of Addiction Medicine (ASAM): ASAM is a professional society representing over 3,500 physicians, clinicians and associated professionals in the field of addiction medicine. ASAM is dedicated to increasing access and improving the quality of addiction treatment, educating physicians and the public, supporting research and prevention, and promoting the appropriate role of physicians in the care of patients with addiction. More information can be found at: <http://www.asam.org/>
- 2.3. American Society of Addiction Medicine Criteria: ASAM's criteria, formerly known as the ASAM patient placement criteria, is the result of a collaboration that began in the 1980s to define one national set of criteria for providing outcome-orientated and results-based care in the treatment of addiction. Today the criteria have become the most widely used and comprehensive set of guidelines for placement, continued stay and transfer/discharge of patients with addiction and co-occurring conditions. ASAM's criteria are required in over 30 states. More information can be found at: <http://www.asam.org/publications/the-asam-criteria>
- 2.4. Charitable Choice: Charitable Choice is Public Law 102-321, 102d Congress and amended in 1992 and again in 2000 (Children's Health Services Act). Charitable Choice is a federal legislative provision designed to remove barriers to faith-based organizations receiving certain Federal funds. States may allocate Block Grant funds to faith-based treatment and recovery support services programs that maintain their religious character and hire people of their same faith, who also meet state requirements for licensing or certification of substance abuse treatment and recovery support services programs and staff. The Charitable Choice final rules were published in the Federal Register on September 30, 2003.
- 2.5. Clinical Evaluation: A Clinical Evaluation is a biopsychosocial evaluation completed in accordance with Technical Assistance Publication (TAP) 21: Addiction Counseling Competencies, available at <http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171>.

*jl*  
3.1.16



Exhibit A

- 2.6. Days: Days in this Exhibit A and Exhibit B refers to calendar days, unless otherwise noted.
- 2.7. Evidence-Based Practice: Evidence-Based Practice is applying the best available research results (evidence) when making decisions about health care. Health care professionals who perform evidence-based practice use research evidence along with clinical expertise and patient preferences. Systematic reviews (summaries of health care research results) provide information that aids in the process of evidence-based practice.
- 2.7.1. The service shall be included as an evidence-based mental health and substance abuse intervention on the SAMHSA National Registry of Evidence-Based Programs and Practices (NREPP), <http://www.nrepp.samhsa.gov/ViewAll.aspx>
- 2.7.1.1. The service shall be included as an evidence-based mental health and substance abuse intervention on the SAMHSA National Registry of Evidence-Based Programs and Practices (NREPP), <http://www.nrepp.samhsa.gov/ViewAll.aspx>
- 2.7.1.2. The services shall be published in a peer-reviewed journal and found to have positive effects; or
- 2.7.1.3. The SUD treatment service provider shall be able to document the services' effectiveness based on the following:
1. The service is based on a theoretical perspective that has validated research; or
  2. The service is supported by a documented body of knowledge generated from similar or related services that indicate effectiveness;
- 2.8. Homeless: Homeless is (1) an individual or family who lacks a fixed, regular, and adequate nighttime residence; or (2) an individual or family who has a primary nighttime residence that is a supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels and congregate shelters), an institution other than a penal facility that provides temporary residence for individuals intended to be institutionalized, or a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.
- 2.9. Level of Care: Level of care refers to the intensity of treatment defined by the American Society of Addiction Medicine (ASAM) October 2013.
- 2.10. New Hampshire Resident: A New Hampshire resident is defined as a person residing in New Hampshire regardless of how long they have resided in New Hampshire or whether or not they have a fixed or permanent address.
- 2.11. Resiliency and Recovery Oriented Systems of Care (RROSC): RROSC are networks



**Exhibit A**

of organizations, agencies, and community members that coordinate a wide spectrum of services to prevent, intervene in, and treat substance use problems and disorders. RROSCs support person-centered and self-directed approaches to care that build on the strengths and resilience of individuals, families, and communities to take responsibility for their sustained health, wellness, and recovery from alcohol and drug problems. In New Hampshire, this is operationalized by the Continuum of Care model.

- 2.12. Screening Positive for Substance Use Disorder: Screening positive for a Substance Use Disorder means that the individual is likely to meet the Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM 5) criteria for a Substance Use Disorder. If the client screens probable, a clinical evaluation will be required to determine if the client does in fact meet DSM 5 criteria for a Substance Use Disorder.
- 2.13. Substance Abuse Prevention and Treatment (SAPT) Block Grant: SAPT Block Grant was originally established by Public Law 97-35 (PL 97-35), creating the Alcohol, Drug Abuse and Mental Health Services Block Grant (later the Substance Abuse Prevention and Treatment Block Grant, and now the Behavioral Health Assessment and Plan), which became effective on October 1, 1992 for the purpose of carrying out and evaluating activities to prevent and treat substance abuse and dependence.
- 2.14. Substance use disorders occur when the use of alcohol and/or drugs causes clinically and functionally significant impairment, such as health problems, disability, and failure to meet major responsibilities at work, school, or home. The existence of a substance use disorder is determined using Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM 5) criteria.
- 2.15. Web Information Technology System (WITS): WITS is a secure, 24/7 accessible web-based information technology system for the purpose of storing client demographic information. All BDAS contracted providers use WITS to report on the National Outcome Measures (NOMs) established by the SAMHSA, as required in the Federal Substance Abuse Prevention and Treatment Block Grant.

**3. Covered Populations**

3.1. The Contractor shall provide services in this Contract to the incarcerated population in Section 3.2 who:

- 3.1.1. Have a substance use disorder; and
- 3.1.2. Have income below 400% Federal Poverty Level; and
- 3.1.3. Are Residents of New Hampshire; or
- 3.1.4. Are homeless in New Hampshire.

3.2. The Contractor agrees to provide services in this Contract to the incarcerated



**Exhibit A**

population that includes, but not limited to:

- 3.2.1. Adults
  - 3.2.2. Pregnant women;
  - 3.2.3. Women with dependent children;
  - 3.2.4. Injection drug users;
  - 3.2.5. Individuals with co-occurring substance use and mental health disorders;
  - 3.2.6. Veterans; and/or
  - 3.2.7. Individuals who are involved with the criminal justice system.
- 3.3. The Contractor shall provide services in this Contract separately for adolescents and adults unless approved by the Department.

**4. Substance Use Disorder Treatment Services**

- 4.1. The Contractor is required to provide to eligible individuals the following substance use disorder treatment services:
- 4.1.1. Outpatient Treatment as defined as American Society of Additional (ASAM) Criteria, Level 1. Outpatient Treatment services assist an individual or group of individuals to achieve treatment objectives through the exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.
- 4.2. The Contractor shall submit for Department approval, within 30 days from the contract effective date, the evidenced based practices to be used for all services in Section 4.1.
- 4.3. The Contractor shall submit for Department approval, changes to the evidence-based practices in Section 4.2, within 30 days prior to making the changes effective.

**5. Crisis Services to Existing Clients or their Significant Others**

- 5.1. The Contractor shall provide Crisis Services to existing clients or their significant others as follows:
- 5.1.1. Provide Crisis Services, 24 hours per day, 7 days a week either in person or by telephone that:
    - 5.1.1.1. Assist individuals in addressing a current crisis related to their substance use disorder or the substance use disorder of a significant other;
    - 5.1.1.2. Provide counseling services to assist with client stabilization, assessment of client's psychological stability and risk for harming themselves or others and appropriate referral based on this assessment; and
    - 5.1.1.3. Refer clients to appropriate treatment and other resources in the





**Exhibit A**

client's service area.

5.1.1.4. If a request for crisis services comes from an individual who is not a current client, that individual may be referred to the statewide crisis services provider.

5.1.2. Provide encounter notes in the client's health record.

5.1.3. Provide sufficient staffing to provide Crisis Services as described above at least during normal business hours defined as 8 am to 5 pm, Monday through Friday.

5.1.4. May refer clients to the Statewide Crisis Services hotline, after normal business hours.

5.2. The Contractor agrees that Crisis Services shall be considered individual outpatient services when the Crisis Service provided has the specific purpose of treating the individual's substance use disorder.

5.3. The Contractor agrees that Crisis Services shall be considered individual recovery support services (non-clinical) when the Crisis service provided has the purpose of reducing or removing a barrier to the client achieving or maintaining recovery without directly treating the substance use disorder.

**6. Recovery Support Services**

6.1. The Contractor shall provide Recovery Support Services such as:

6.1.1. Non-clinical services such as but not limited to parenting, job search, financial management, skills development, and paraprofessional counseling services by:

6.2.1.1. A Certified Recovery Support Worker (CRSW) under the supervision of a Masters Licensed Alcohol and Drug Counselor (MLADC); or

6.2.1.2. A Certified Recovery Support Worker (CRSW) under the supervision of a Licensed Alcohol and Drug Counselor (LADC) with a Licensed Clinical Supervisor (LCS); or

6.2.1.3. A MLADC or LADC

6.2.1.4. Submitting for Department approval, within 30 days from the contract effective date, the name and description of the activities/services to provide non-clinical services.

**7. Enrolling Clients for Services**

7.1. The Contractor shall complete Intake Screenings and ASAM Level of Care Assessments, as follows:

7.1.1. Have direct contact (face to face communication by meeting in person, or electronically, or by telephone conversation) with an individual within two (2)



Exhibit A

business days from the date that individual (defined as a non-client, existing client, other provider, or any other person or entity) contacts the Contractor for Substance Use Disorder Treatment and Recovery Support Services.

- 7.1.2. Complete an initial Intake Screening within two (2) business days from the date of the first direct contact with the individual, using the eligibility module in Web Information Technology System (WITS) to determine probability of being eligible for services under this contract and for probability of having a substance use disorder.
- 7.1.3. Assess clients' income prior to admission using the WITS fee determination model and assure that clients' income information is updated as needed over the course of treatment by asking clients about any changes in income no less frequently than every 4 weeks.
- 7.1.4. Complete an ASAM Level of Care Assessment for all services in Section 4, within two (2) days of the initial Intake Screening in (Section 7.1.2) using the ASI Lite module, in WITS or in another electronic medical/health record system, or an alternative assessment tool as directed by the Department, when the individual is determined probable of being eligible for services. .
- 7.1.5. Make available to the Department upon request, the data from the ASAM Level of Care Assessment and in a format approved by the Department, when using an electronic medical/health record system other than WITS.
- 7.1.6. The Contractor shall complete a clinical evaluation of clients for services in Section 4, as follows:
  - 7.1.6.1. Prior to admission as a part of interim services or within 3 days following admission, and during treatment only when determined by licensed clinician.

7.2. The Contractor shall determine client eligibility for services under this contract using the eligibility criteria as follows:

- 7.2.1. The individual's income must be below 400% of Federal Poverty Level (FPL);
- 7.2.2. The individual must be a resident of New Hampshire or homeless in New Hampshire;
- 7.2.3. The individual must be determined positive for a substance use disorder (as evidenced in their clinical evaluation, Section 7.1.6
- 7.2.4. The individual is eligible for services described in Section 4 as determined by the ASAM Level of Care Assessment (defined in Section 7.1.4) unless:
  - 7.2.4.1. The client chooses to receive a service with a lower ASAM Level of Care; or
  - 7.2.4.2. The service with the needed ASAM Level of Care is unavailable at the



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time the level of care is determined in Section 7.1.4, in which case the client may chose:

1. A service with a lower ASAM Level of Care;
2. A service with the next available higher ASAM Level of Care;
3. Be placed on the waitlist until their service with the assessed ASAM Level of Care becomes available as in Section 7.1.4; or
4. Be referred to another agency in the client's service area that provides the service with the needed ASAM Level of Care.

7.3. The Contractor agrees to provide services to all eligible clients who:

- 7.3.1. Receive Medication Assisted Treatment services from other providers such as a client' primary care provider;
- 7.3.2. Have co-occurring mental health disorders; or
- 7.3.3. Are on medications and are taking those medications as prescribed regardless of the class of medication.

7.4. The Contractor shall admit eligible clients for services according to the order of priority described below:

7.4.1. Pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame. If the contractor is unable to admit a pregnant woman for the needed level of care within 24 hours, the contractor shall:

7.4.1.1. Assist the pregnant woman with identifying alternative providers and with accessing services with these providers. This assistance must include actively reaching out to identify providers on the behalf of the client.

7.4.1.2. Provide interim services until the appropriate level of care becomes available at either the contractor agency or an alternative provider. Interim services shall include:

1. At least one 60 minute individual or group outpatient session per week;
2. Recovery support services as needed by the client;
3. Daily calls to the client to assess and respond to any emergent needs.

7.4.2. Individuals who have been administered Narcan to reverse the effects of an opioid overdose either in the 14 days prior to screening or in the period between



Exhibit A

screening and admission to the program.

- 7.4.3. Individuals with a history of injection drug use including the provision of interim services within 14 days.
  - 7.4.4. Individuals with substance use and co-occurring mental health disorders.
  - 7.4.5. Individuals with Opioid Use Disorders.
  - 7.4.6. Veterans with substance use disorders
  - 7.4.7. Individuals with substance use disorders who are involved with the criminal justice system.
  - 7.4.8. Individuals who require priority admission at the request of the Department.
- 7.5. The Contractor shall obtain consent from individuals prior to providing services as follows:
- 7.5.1. For individuals whose age is 12 and older, the Contractor is required to obtain consent from the individual themselves; or
  - 7.5.2. For individuals whose age is under 12, the Contractor is required to obtain consent from the individual's parent or legal guardian.

**8. Waitlist**

- 8.1. The Contractor shall place an eligible individual on a statewide waitlist in WITS when the service with the appropriate ASAM Level of Care (as defined in 7.1.4) is not available for the client at the time of screening as in Section 7.2.4.2.
- 8.1.1. The Contractor shall keep the client's information up to date on the statewide waitlist.
  - 8.1.2. The Contractor shall notify the Department within 30 days from the effective date of the contract, with the name of the staff person who is responsible to monitoring and maintaining the waitlist.
  - 8.1.3. The Contractor shall monitor the waitlist and ensure that clients begin services as soon as possible either under this contract or by a referral to an agency that has an earlier available opening as follows:
    - 8.1.3.1. Anytime a client contacts the agency for a service and that service is not available within 2 business days of contact, they must be immediately added to the agency's waitlist and to the waitlist of other agencies as appropriate.
    - 8.1.3.2. Anytime a client is getting ready to move to a new level of care that will not be provided by the current provider or for which the current provider has a waitlist, the provider shall add the client to the waitlist of other appropriate agencies.
    - 8.1.3.3. Anytime a client is added to the waitlist of another agency, the provider



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shall complete consent in WITS to allow the agency the client is being referred to review client information in WITS.

8.1.3.4. Every business day, the staff member identified in 8.1.2 shall review pending clients from outside agencies to accept, reject or delete the client as appropriate.

8.1.3.5. Every business day, the staff member identified in 8.1.2 shall review their agency waitlist to ensure that any clients who were on the agency waitlist who are no longer on the waitlist due to admission, inaccessibility, etc. have been removed from the waitlist.

8.1.4. The Contractor shall provide a client on the waitlist interim services, defined as recovery support services or services with a lower ASAM Level of Care, under this contract or by referral to an agency that has an earlier available opening in the client's service area.

## 9. Client Fees and Assistance with Enrolling in Insurance Programs

9.1. The Contractor agrees to collect allowable fees from clients and to assist them with enrolling in private or public insurance programs when appropriate, as follows:

9.1.1. Agrees to using the Sliding Fee Scale and charging the client for their share for services in accordance with Exhibit B.

9.1.2. Agrees not to delay a client's admittance into a Substance Use Disorder Treatment and Recovery Support Services program for services due to a client's inability to immediately pay his or her share of the allowable fees (in accordance with Exhibit B) or pending an insurer's payment

9.1.3. Agrees to assist clients, who are unable to secure financial resources necessary for initial entry into the program, with obtaining other potential sources such as:

9.1.3.1. Assess the client's appropriateness for enrollment in public or private insurance, including but not limited to Medicaid and New Hampshire Health Protection Program, and assist the client in enrolling in an appropriate public or private insurance program; and/or

9.1.3.2. Complete assistance at or before intake, but no later than 14 days after intake.

9.1.3.3. Develop payment plans.

9.1.3.4. Document the assistance in Section 9.1.3 in a progress note.

9.2. The Contractor may discontinue services for a client who does not pay their share of the allowable fee(s), only after working with the client as described in Section 9.1.3.

9.3. The Contractor shall provide clients with copies of their individual financial accounts, upon the clients' request.



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**10. Service Delivery Activities and Requirements**

- 10.1. The Contractor shall assess all clients for risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge based on policies and process approved by the Department within thirty (30) days from the contract effective date.
- 10.2. The Contractor shall assess all clients for withdrawal risk based on ASAM (2013) standards at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and stabilize all clients based on ASAM (2013) guidance and shall:
  - 10.2.1. Provide stabilization services when a client's level of risk indicates a service with an ASAM Level of Care that can be provided under this Contract; If a client's risk level indicates a service with an ASAM Level of Care that can be provided under this contract, then the Contractor shall integrate withdrawal management into the client's treatment plan and provide on-going assessment of withdrawal risk to ensure that withdrawal is managed safely.
  - 10.2.2. Refer clients to a facility where the services can be provided when a client's risk indicates a service with an ASAM Level of Care that is higher than can be provided under this Contract; Coordinate with the withdrawal management services provider to admit the client to an appropriate service once the client's withdrawal risk has reached a level that can be provided under this contract. and
- 10.3. The Contractor shall complete treatment plans for all clients based on clinical evaluation data within 3 days of the clinical evaluation (defined in Section 7.1.6) and must address all ASAM (2013) domains and shall:
  - 10.3.1. Be updated based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent;
  - 10.3.1. Have Treatment plan goals, objectives, and interventions written in terms that are specific, measurable, attainable, realistic and timely;
  - 10.3.2. Evidence the client's involvement in identifying, developing, and prioritizing goals, objectives, and interventions.
- 10.4. The Contractor shall provide case management to clients that includes, at a minimum, coordination or care with Medication Assisted Treatment, physical, behavioral health, and peer recovery support providers as applicable with the client's:
  - 10.4.1. Primary care provider and if the client does not have a primary care



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- provider, the Contractor will make an appropriate referral to one and coordinate care with that provider.
- 10.4.2. Behavioral health care provider when serving clients with co-occurring substance use and mental health disorders, and if the client does not have a mental health care provider, then the Contractor will make an appropriate referral to one and coordinate care with that provider.
- 10.4.3. Medication assisted treatment provider.
- 10.4.4. Peer recovery support provider, and if the client does not have a peer recovery support provider, the Contractor will make an appropriate referral to one and coordinate care with that provider. Such coordination will include actively coordinating with local recovery community organizations (where available) to bring peer recovery support providers into the treatment setting to meet with clients to describe available services and engage clients in peer recovery support services as applicable.
- 10.5. The Contractor shall submit for Department approval within thirty (30) days from the contract effective date, the policies and procedures for coordination of care described in in Section 10.4
- 10.6. The Contractor will make continuing care, transfer, and discharge for all Services in Section 4. The Contractor shall decisions based on ASAM (2013) criteria and complete continuing of care, transfer and discharge plans that address all ASAM (2013) domains as follows:
- 10.6.1. Begin the process of discharge/transfer planning at the time of the client's intake to the program.
- 10.6.2. Review the 3 criteria for continuing services or the 4 criteria for transfer/discharge, when addressing continuing care or discharge/transfer that include:
- 10.6.2.1. Continuing Service Criteria A: The patient is making progress, but has not yet achieved the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his or her treatment goals; or
- 10.6.2.2. Continuing Service Criteria B: The patient is not yet making progress, but has the capacity to resolve his or her problems. He/she is actively working toward the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his/her treatment goals; and /or



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- 10.6.2.3. Continuing Service Criteria C: New problems have been identified that are appropriately treated at the present level of care. The new problem or priority requires services, the frequency and intensity of which can only safely be delivered by continued stay in the current level of care. The level of care which the patient is receiving treatment is therefore the least intensive level at which the patient's problems can be addressed effectively
- 10.6.2.4. Transfer/Discharge Criteria A: The Patient has achieved the goals articulated in the individualized treatment plan, thus resolving the problem(s) that justified admission to the present level of care. Continuing the chronic disease management of the patient's condition at a less intensive level of care is indicated; or
- 10.6.2.5. Transfer/Discharge Criteria B: The patient has been unable to resolve the problem(s) that justified the admission to the present level of care, despite amendments to the treatment plan. The patient is determined to have achieved the maximum possible benefit from engagement in services at the current level of care. Treatment at another level of care (more or less intensive) in the same type of services, or discharge from treatment, is therefore indicated; or
- 10.6.2.6. Transfer/Discharge Criteria C: The patient has demonstrated a lack of capacity due to diagnostic or co-occurring conditions that limit his or her ability to resolve his or her problem(s). Treatment at a qualitatively different level of care or type of service, or discharge from treatment, is therefore indicated; or
- 10.6.2.7. Transfer/Discharge Criteria D: The patient has experienced an intensification of his or her problem(s), or has developed a new problem(s), and can be treated effectively at a more intensive level of care.
- 10.6.3. The Contractor shall maintain clear documentation that explains why continued services are necessary for Recovery Support Services.
- 10.7. The Contractor will ensure educational information is provided to clients in all programs on HCV/HIV/TB & STD's as evidenced by inclusion in programming.
- 10.8. The Contractor shall deliver services using evidence based practices as demonstrated by meeting one of the following criteria in Section 2.6.
- 10.9. The Contractor shall deliver services in this Contract in accordance with:
  - 10.9.1. The ASAM Criteria (2013). The ASAM Criteria (2013) can be purchased





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online through the ASAM website at: <http://www.asamcriteria.org/>

- 10.9.2. The Substance Abuse Mental Health Services Administration (SAMHSA) Treatment Improvement Protocols (TIPs) available at <http://store.samhsa.gov/list/series?name=TIP-Series-Treatment-Improvement-Protocols-TIPS->
- 10.9.3. The SAMHSA Technical Assistance Publications (TAPs) available at <http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1>
- 10.9.4. The Requirements in Exhibit K.

## 11. Continuous Recovery Monitoring

- 11.1. The Contractor shall provide Continuous Recovery Monitoring services to clients by providing on-going contact with a client following discharge from the program as follows:
  - 11.1.1. Attempt to contact each client a minimum of three (3) times over the course of one week by telephone at a reasonable time when the client would normally be available.
  - 11.1.2. Provide to the Department within 30 days of the contract effective date, the policies and procedures in place for at least one completed biweekly contact as in Sections 11.1.3 through 11.1.8, by telephone or face to face, with the client following discharge. Contact clients at least bi-weekly and no less frequently than:
    - 11.1.2.1. 3 months post-discharge which is defined as 60 to 120 days from the last treatment service.
    - 11.1.2.2. 6 months post-discharge which is defined as 150 to 210 days from the last treatment service.
    - 11.1.2.3. 12 months post-discharge which is defined as 330 to 390 days from the last treatment service.
  - 11.1.3. Inquire on the status of each client's recovery.
  - 11.1.4. Identify any client needs.
  - 11.1.5. Assist the client with addressing the needs identified in Section 11.1.4.
  - 11.1.6. Provide early intervention to clients who have relapsed or whose recovery is at risk, as identified in Section 11.1.4, and record the same.
  - 11.1.7. Include assessment of the National Outcomes Measures (NOMS) based client outcomes in WITS.
  - 11.1.8. Complete the Client Follow-Up in WITS within 3 days of each completed contact.



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11.2. The Contractor shall comply with performance of Exhibit A, Section 11.1.2, as follows:

11.2.1. Twenty-five percent (25%) of discharged clients shall be contacted three (3) months after discharge.

11.2.2. Ten percent (10%) of discharged clients shall be contacted (6) months after discharge.

11.2.3. Five percent (5%) of discharged clients shall be contacted twelve (12) months after discharge.

**12. Tobacco Cessation**

12.1. The Contractor shall offer tobacco cessation tools and education to all eligible clients receiving services in this contract as follows:

12.1.1. Asses clients for motivation in stopping the use of tobacco products;

12.1.2. Offer resources such as but not limited to the Department's Tobacco Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the QuitLine; and

12.1.3. Shall not use tobacco use, in and of itself, as grounds for discharging clients from services being provided under this contract.

**13. Tobacco Free Environment**

13.1. The Contractor shall have policies and procedures that create a tobacco-free environment. At a minimum these policies shall:

13.1.1. Include the smoking of any tobacco product, the use of oral tobacco products or "spit" tobacco, and the use of electronic devices;

13.1.2. Apply to employees, clients and employee or client visitors;

13.1.3. Prohibit the use of tobacco products within the contractor's facilities at any time.

13.1.4. Prohibit the use of tobacco in any contractor owned vehicle.

13.1.5. Include whether or not use of tobacco products is prohibited outside of the facility on the grounds.

13.1.6. If use of tobacco products is allowed outside of the facility on the grounds:

13.1.6.1. There shall be a designated smoking area(s) which is located at least 20 feet from the main entrance.

13.1.6.2. All materials used for smoking in this area, including cigarette butts and matches, will be extinguished and disposed of in appropriate containers.



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13.1.6.3. Contractors will ensure periodic cleanup of the designated smoking area.

13.1.6.4. If the designated smoking area is not properly maintained, it can be eliminated at the discretion of the contractor.

13.1.7. Prohibit tobacco use in any company vehicle.

13.1.8. Prohibit tobacco use in personal vehicles when transporting people on authorized business.

13.1.9. Post the tobacco free environment policy in the contractor's facilities and vehicles and included in employee, client, and visitor orientation.

**14. Resiliency and Recovery Oriented System of Care (RROSC)**

14.1. The Contractor shall engage in and promote a Resiliency and Recovery Oriented System of Care (RROSC) at a minimum:

14.1.1. Provide families and communities with education around Substance Use Disorders Treatment and Recovery Support Services;

14.1.2. Work with the Department's regional public health networks in order to reduce stigma associated with substance misuse and increase collaboration between prevention, treatment, and community supports.

**15. Service Management and Monitoring**

15.1. The Contractor shall maintain a consistent service capacity for Substance Use Disorder Treatment and Recovery Support Services statewide by:

15.1.1. Monitoring its individual capacity to consistently and evenly deliver these services; and

15.1.2. Monitoring and managing the utilization levels of care and service array required under this contract throughout the contract period.

15.1.3. No less than monthly, the Contractor shall monitor the percentage of the contract funding expended relative to the percentage of the contract period that has elapsed. If there is a difference of more than 10% between expended funding and elapsed time on the contract the contractor shall notify the Department within 5 days and submit a plan for correcting the discrepancy within 10 days of notifying the Department.

15.1.4. Beginning on July 1, 2016 and continuing every three months thereafter, the Department shall review the Contractor's utilization as described in Section 15.1.3 above. If the Contractor's expended funding is more than 25% below the elapsed time on the contract, the Department may amend the contract to reduce the overall price limitation.

**16. Service Area**

16.1. The Contractor will provide services described in this Scope of Work to any

*jl*  
3.1.16



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eligible client, regardless of where the client lives or works in New Hampshire.

**17. Residential Facilities License**

17.1. A residential facilities license from the Department's Bureau of Health Facilities Administration is not applicable for this Contract.

**18. Staffing Requirements**

18.1. The Contractor shall meet the minimum staffing requirements as follows:

18.1.1. At least one Masters Licensed Alcohol and Drug Counselor (MLADC) or Licensed Alcohol and Drug Counselor (LADC) who also holds the Licensed Clinical Supervisor (LCS) credential;

18.1.2. At least one MLADC or Licensed Alcohol and Drug Counselor (LADC) for every two unlicensed counselors providing clinical services;

18.1.3. A sufficient number of:

18.1.3.1. MLADCs to adequately provide for staff clinical supervision; and/or

18.1.3.2. A sufficient number of LADCs with the LCS (Licensed Clinical Supervisor) credential to adequately provide for staff clinical supervision; and

18.1.3.3. At least one Certified Recovery Support Worker (CRSW) for every 50 clients or portion thereof.

18.2. The Contractor shall utilize CRSWs to provide treatment services within their scope of practice as defined by New Hampshire Administrative Rule Title XXX, Chapter 330-C, Section 13.

18.3. Unlicensed staff providing clinical or recovery support services must hold a CRSW within 6 months of hire or effective date of this contract, whichever is later.

18.4. Have policies and procedures related to student interns to address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract, including but not limited to:

18.4.1. The Contractor shall base intern responsibilities and caseloads on student learning needs and school requirements and shall not utilize interns as adjunct staff to meet the staffing needs of the Contractor.

18.4.2. Have student interns complete an approved ethics course prior to beginning their internship.

18.4.3. Provide ongoing clinical supervision that includes:

18.4.4. Weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of



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- progress;
- 18.4.5. Group supervision to help optimize the learning experience, when enough candidates are under supervision;
- 18.4.6. Content that covers the:
- 18.4.6.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee, and that covers;
- 18.4.6.2. The core functions as described in the Twelve Core Functions of Alcohol and Drug Counseling, available at <http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171>; and
- 18.4.6.3. The standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics.
- 18.5. The Contractor shall notify the Department, in writing of changes in key personnel and provide, within five (5) business days to the Department, updated resumes that clearly indicate the staff member is employed by the Contractor. Key personnel are those staff for whom at least 10% of their work time is spent providing alcohol or other drug abuse treatment services.
- 18.6. The Contractor shall notify the Department in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. The Contractor shall provide a copy of the resume of the employee, which clearly indicates the staff member is employed by the Contractor, with the notification.
- 18.7. The Contractor shall notify the Department in writing and submit a corrective action plan for Department approval within 14 days, when staffing does not meet the requirements defined in 18.1 through 18.4.
- 18.8. The Contractor shall provide in-service training to all staff involved in client care within 15 days of the contract effective date or the staff person's start date, if after the contract effective date, and at least every 90 days thereafter on the following:
- 18.8.1. The contract requirements;
- 18.8.2. Requirements in Exhibit K;
- 18.8.3. SAMHSA Substance Abuse Prevention and Treatment Block Grant requirements relative to treatment services using a checklist provided by the Department; and
- 18.8.4. All other relevant policies and procedures provided by the Department.



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- 18.9. The Contractor shall provide in-service training or ensure attendance at an approved training by the Department to clinical staff on HCV/HIV/TB & STD's annually. The contractor shall provide the Department with a list of staff attending an in-service training or Certificates of Attendance.
- 18.10. The Contractor shall provide suitable office, treatment, and meeting space that complies with all fire, health, and safety codes and is handicapped and wheelchair accessible.

**19. Web Information Technology System**

- 19.1. The Contractor shall use the Web Information Technology System to record all encounter notes such as client activity and client contact within (3) days following the activity or contact including but not limited to: screening, fee determination, admission, billing, disenrollment, and discharge data.
- 19.2. The Contractor agrees that all encounter notes will include a record of the clinical content of the session. Encounter notes will be oriented track to client's progress with specific treatment goals.

**20. Quality Assurance**

- 20.1. The Contractor shall participate in all quality improvement activities requested by the Department such as, but not limited to:
- 20.1.1. Submission of monthly, web based contract compliance reports no later than the 10<sup>th</sup> day of the month following the reporting month;
  - 20.1.2. Participation in electronic and in-person client record reviews;
  - 20.1.3. Participation in site visits;
  - 20.1.4. Reporting on National Outcome Measures (NOMs) data in WITS for:
    - 20.1.4.1. 100% of all clients at admission;
    - 20.1.4.2. 100% of all clients who are discharged because they have completed treatment or transferred to another program;
    - 20.1.4.3. 50% of all clients who are discharged for reasons other than those specified above in Section 20.1.4.2;
    - 20.1.4.4. 25% of all clients who are 3 months post-discharge as defined in Section 11.1.2.1;
    - 20.1.4.5. 10% of all clients who are 6 months post-discharge as defined in Section 11.1.2.2;
    - 20.1.4.6. 5% of all clients who are 12 months post-discharge as defined in Section 11.1.2.3;
    - 20.1.4.7. The above NOMs reporting requirements are minimum requirements and the Contractor shall attempt to achieve



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greater reporting results when possible.

20.1.5. Participation in training and technical assistance activities as directed by the Department, including but not limited to the ASAM Community of Practice developed by the Center for Excellence (the Department's Drug and Alcohol Services Technical Assistance Contractor).

**21. Performance Incentives**

21.1. The Contractor agrees that up to six (6) percent of the contract's maximum price limitation in Box 1.8 of the General Provision, Form P-37 will be reserved by the Department for performance incentives, except when there is a priority to pay for services. The Contractor agrees to the Department using all or some of the reserved funding to continue to pay for services when the Contractor has been reimbursed for at least 94% of the contract's price limitation for services.

21.1.1. The Contractor is eligible for incentive payments when successfully meeting the performance criteria in Section 21.1.2 and when there is available funding as in Section 21.1 at the time the Contractor meets the performance criteria.

21.1.2. The Contractor's performance criteria and incentive payments are as follows:

Performance Criteria	Incentive Payment
Access to Services: for each client who screens eligible for services and starts receiving services, other than evaluation, whether for the identified service for the ASAM Level of Care or interim services, within 10 business days following the eligibility screening.	The Contractor will receive an incentive payment of \$75.00
Completion: for each client who is discharged from the program because they have completed treatment or transferred to another treatment provider as recorded in the Discharge Type field of the WITS Discharge Module.	The Contractor will receive an incentive payment of \$75.00
Client Outcomes: for each client who was discharged from the program and meets at least 3 of the Outcome Criteria (in Section 21.1.2.1) in the 3 <sup>rd</sup> and/or 6 <sup>th</sup> month post-discharge, as evidenced by the WITS Follow-Up Module.	The Contractor will receive an incentive payment of \$50.00
Client Outcomes: for each client who was discharged from the program and meets at least 3 of the Outcome	The Contractor will receive an incentive payment of



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Performance Criteria	Incentive Payment
Criteria (below in Section 12.1.2.1) in the 12 <sup>th</sup> month post-discharge, as evidenced by the WITS Follow-Up Module.	\$100.00

21.1.2.1. The Contractor agrees to the post discharge outcome criteria as follows:

1. **Abstinence:** The client reports reduced or no substance use in the past 30 days prior to the contact.
2. **Employment/Education:** The client reports increased or retained employment or the client reports returning to or staying in school at the time of contact.
3. **Crime and Criminal Justice:** The client reports no arrests in the past 30 days prior to contact.
4. **Stability in Housing:** The client reports being in stable housing defined as not homeless or at risk of being homeless, at the time of contact.
5. **Social Connectedness:** The client reports engagement in Recovery Support Services, Care Coordination, and/or Community Based Support Groups in the past 30 days prior to contact.

21.1.2.2. The Contractor agrees that Performance Incentives will be calculated and paid on a monthly basis for clients meeting criteria in the previous month.

21.1.2.3. The Contractor may submit screening disposition data for all clients, regardless of payer source, at 6 months and 12 months from the contract effective date.

1. The Contractor may receive \$1,000 for each submission (if funding is available in the contract at the time the Contractor submits the data, with priority of funding being for services). Screening disposition data must include:
  - a. Total number of clients screened for services
  - b. Number of client screened appropriate for services
  - c. Number of clients engaging in services who's payer was:
    - i. This contract
    - ii. New Hampshire Health Protection Plan
    - iii. New Hampshire Medicaid





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- iv. Medicare
- v. Private Insurance
- vi. Self-Pay

## 22. Liquidated Damages

- 22.1. The Contractor and the Department agree that the Web Information Technology System (WITS) shall be the source of record with data polls beginning September 1, 2016 and every 5 months thereafter.
- 22.2. The Contractor and the Department agree that it will be extremely impracticable and difficult to determine actual damages that the Department will sustain in the event that the Contractor fails to maintain the required performance standards in Section 11.2, throughout the life of the contract. Any breach by the Contractor will delay and disrupt the Department's operations and obligations and lead to significant damages. Therefore, the parties agree that the liquidated damages as specified in the sections below are reasonable.
- 22.3. Assessment of liquidated damages shall be in addition to, not in lieu of, such other remedies as may be available to the Department. Except and to the extent expressly provided herein, the Department shall be entitled to recover liquidated damages cumulatively under each section applicable to any given incident.
- 22.4. The Department shall make all assessments of liquidated damages. Should the Department determine that liquidated damages may, or will be assessed; the Department shall notify the Contractor as specified in Section 23, Notifications and Remedies for Liquidated Damages, below.
- 22.5. The Contractor shall submit a written Corrective Action Plan to the Department within five (5) business days of receiving notification as specified in Section 23, Notifications and Remedies for Liquidated Damages., for review and approval prior to implementation of the corrective action plan.
- 22.6. The Contractor agrees that as determined by the Department, failure to provide services that meet the performance standards in Section 11.2 shall result in liquidated damages as specified in Section 23, Notifications and Remedies for Liquidated Damages. The Department's decision to assess liquidated damages must be reasonable, based in fact and made in good faith.
- 22.7. The remedies specified in Section 23, Notifications and Remedies for Liquidated Damages, shall apply until the failure is cured or resulting dispute is resolved in the Contractor's favor.
- 22.8. Liquidated damages in the amount of \$2,500 for failure to meet all three of the performance measures in Section 11.2, except for Section 11.2.1 the liquidated



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damage shall be assessed when the percentage falls below 15%, at the time specified in Section 22.1.

- 22.9. The Department will deduct the amount of liquidated damages being assessed from the amount the Department owes on the monthly billing submitted to the Department after the assessment of liquidated damages.
- 22.10. The amount of liquidated damages assessed by the Department to the Contractor shall not exceed the price limitation in Form P-37, General Provisions, Block 1.8, Price Limitation.

**23. Notifications and Remedies for Liquidated Damages.**

- 23.1. Prior to the imposition of liquidated damages or any other remedies under this Contract, including termination for breach, the Department shall issue written notice of remedies that shall include, as applicable:
  - 23.1.1. A citation to the Contract provision violated.
  - 23.1.2. The remedies to be applied and the date the remedies shall be imposed.
  - 23.1.3. The basis for the Department's determination that the remedies shall be imposed.
  - 23.1.4. A request for a Corrective Action Plan.
  - 23.1.5. The timeframe and procedure for the Contractor to dispute the Department's determination. The Contractor's dispute of liquidated damages or remedies shall not stay the effective date of the proposed liquidated damages or remedies.
  - 23.1.6. If the failure is not resolved within the cure period, liquidated damages may be imposed retroactively to the date of failure to perform and continue until the failure is cured or any resulting dispute is resolved in the Contractor's favor.
- 23.2. In connection with any action taken or decision made by the Department with respect to this Contract, within ninety (90) days following the action or decisions, the Contractor may protest such action or decision by the delivery of a notice of protest to the Department and by which the Contractor may protest said action or decision and/or request an informal hearing with the Director of the Bureau of Drug and Alcohol Services.
  - 23.2.1. The Contractor shall provide the Department with an explanation of its position protesting the Department's action or decision.
  - 23.2.2. The Director shall determine a time that is mutually agreeable to the parties during which they may present their views on the disputed issues. It is understood that the presentation and discussion of the



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disputed issues will be informal in nature.

- 23.2.3. The Director shall provide written notice of the time, format and location of the presentation.
- 23.2.4. At the conclusion of the presentations, the Director shall consider all evidence and shall render a written recommendation as soon as practicable, but in no event more than thirty (30) days after the conclusion of the presentation.
- 23.2.5. The Director may appoint a designee to hear and determine the matter.

## 24. State and Federal Requirements

- 24.1. If there is any error, omission, or conflict in the requirements listed below, the applicable Federal, State, and Local regulations, rules and requirements shall control. The requirements specified below are provided herein to increase the Contractor's compliance.
- 24.2. The Contractor agrees to the following state and/or federal requirements for Program requirements for specialty treatment for pregnant and parenting women:
  - 24.2.1. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.
  - 24.2.2. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.
  - 24.2.3. The program provides or arranges for primary medical care for women who are receiving substance abuse services, including prenatal care.
  - 24.2.4. The program provides or arranges for child care with the women are receiving services.
  - 24.2.5. The program provides or arranges for primary pediatric care for the women's children, including immunizations.
  - 24.2.6. The program provides or arranges for gender-specific substance abuse treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, and parenting.
  - 24.2.7. The program provides or arranges for therapeutic interventions for children in custody of women in treatment which may, among other things, address the children's developmental needs and their issues of sexual abuse, physical abuse, and neglect.
  - 24.2.8. The program provides or arranges for sufficient case management and transportation services to ensure that the women and their children have access to the services described above.
  - 24.2.9. Arrange for means activities to assist the client in finding and engaging in a service, which may include, but is not limited to helping the client to locate an appropriate provider, referring clients to the needed service provider, setting up appointments for clients with those providers, and



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assisting the client with attending appointments with the service provider.

24.3. The Contractor agrees to the following state and federal requirements for all programs in this Contract as follows:

24.3.1. Within 7 days of reaching 90% of capacity, the program notifies the state that 90% capacity has been reached.

24.3.2. The program admits each individual who requests and is in need of treatment for intravenous drug abuse not later than:

24.3.1.1. 14 days after making the request; or

24.3.1.2. 120 days if the program has no capacity to admit the individual on the date of the request and, within 48 hours after the request, the program makes interim services available until the individual is admitted to a substance abuse treatment program

24.3.2. The program offers interim services that include, at a minimum, the following:

24.3.2.1. Counseling and education about HIV and Tuberculosis (TB), the risks of needle-sharing, the risks of transmission to sexual partners and infants, and steps that can be taken to ensure that HIV and TB transmission does not occur

24.3.2.2. Referral for HIV or TB treatment services, if necessary

24.3.2.3. Individual and/or group counseling on the effects of alcohol and other drug use on the fetus for pregnant women and referrals for prenatal care for pregnant women

24.3.3. The program has established a waiting list that includes a unique patient identifier for each injecting drug abuser seeking treatment, including patients receiving interim services while awaiting admission.

24.3.4. The program has a mechanism that enables it to:

24.3.4.1. Maintain contact with individuals awaiting admission

24.3.4.2. Admit or transfer waiting list clients at the earliest possible time to an appropriate treatment program within a service area that is reasonable to the client.

24.3.4.3. The program takes clients awaiting treatment off the waiting list only when one of the following conditions exist:

1. Such persons cannot be located for admission into treatment or
2. Such persons refuse treatment

24.3.5. The program carries out activities to encourage individuals in need of



Exhibit A

- treatment services to undergo treatment by using scientifically sound outreach models such as those outlined below or, if no such models are applicable to the local situation, another approach which can reasonably be expected to be an effective outreach method.
- 24.3.6. The program has procedures for:
- 24.3.6.1. Selecting, training, and supervising outreach workers.
  - 24.3.6.2. Contacting, communicating, and following up with high-risk substance abusers, their associates, and neighborhood residents within the constraints of Federal and State confidentiality requirements.
  - 24.3.6.3. Promoting awareness among injecting drug abusers about the relationship between injecting drug abuse and communicable diseases such as HIV.
  - 24.3.6.4. Recommending steps that can be taken to ensure that HIV transmission does not occur.
- 24.3.7. The program directly, or through arrangements with other public or non-profit private entities, routinely makes available the following TB services to each individual receiving treatment for substance abuse:
- 24.3.7.1. Counseling the individual with respect to TB.
  - 24.3.7.2. Testing to determine whether the individual has been infected with mycobacteria TB to determine the appropriate form of treatment for the individual.
  - 24.3.7.3. Providing for or referring the individuals infected by mycobacteria TB appropriate medical evaluation and treatment.
- 24.3.8. For clients denied admission to the program on the basis of lack of capacity, the program refers such clients to other providers of TB services.
- 24.3.9. The program has implemented the infection control procedures that are consistent with those established by the Department to prevent the transmission of TB and that address the following:
- 24.3.9.1. Screening patients and identification of those individuals who are at high risk of becoming infected.
  - 24.3.9.2. Meeting all State reporting requirements while adhering to Federal and State confidentiality requirements, including 42 CFR part 2.
  - 24.3.9.3. Case management activities to ensure that individuals receive



Exhibit A

such services.

- 24.3.9.4. The program reports all individuals with active TB as required by State law and in accordance with Federal and State confidentiality requirements, including 42 CFR part 2.
- 24.3.10. The program gives preference in admission to pregnant women who seek or are referred for and would benefit from these treatment services. Further, the program gives preference to clients in the following order:
  - 24.3.10.1. To pregnant and injecting drug users first.
  - 24.3.10.2. To other pregnant substance users second.
  - 24.3.10.3. To other injecting drug users third.
  - 24.3.10.4. To all other individuals fourth.
- 24.3.11. The program refers all pregnant women to the State when the program has insufficient capacity to provide services to any such pregnant women who seek the services of the program.
- 24.3.12. The program makes available interim services within 48 hours to pregnant women who cannot be admitted because of lack of capacity.
- 24.3.13. The program makes continuing education in treatment services available to employees who provide the services.
- 24.3.14. The program has in effect a system to protect patient records from inappropriate disclosure, and the system:
  - 24.3.14.1. Is in compliance with all Federal and State confidentiality requirements, including 42 CFR part 2.
  - 24.3.14.2. Includes provisions for employee education on the confidentiality requirements and the fact that disciplinary action may occur upon inappropriate disclosure.
- 24.3.15. The program does not expend Contract funds to provide inpatient hospital substance abuse services, except in cases when each of the following conditions is met:
  - 24.3.15.1. The individual cannot be effectively treated in a community-based, non-hospital, residential program.
  - 24.3.15.2. The daily rate of payment provided to the hospital for providing the services does not exceed the comparable daily rate provided by a community-based, non-hospital, residential program.
  - 24.3.15.3. A physician makes a determination that the following



Exhibit A

conditions have been met:

1. The primary diagnosis of the individual is substance abuse and the physician certifies that fact.
  2. The individual cannot be safely treated in a community-based, non-hospital, residential program.
  3. The service can be reasonably expected to improve the person's condition or level of functioning.
  4. The hospital-based substance abuse program follows national standards of substance abuse professional practice.
  5. The service is provided only to the extent that it is medically necessary (e.g., only for those days that the patient cannot be safely treated in community-based, non-hospital, residential program.)
- 24.3.16. The program does not expend Contract funds to purchase or improve land; purchase, construct, or permanently improve (other than minor remodeling) any building or other facility; or purchase major medical equipment.
- 24.3.17. The program does not expend Contract funds to satisfy and requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds.
- 24.3.18. The program does not expend Contract funds to provide financial assistance to any entity other than a public or nonprofit private entity.
- 24.3.19. The program does not expend Contract to make payments to intended recipients of health services.
- 24.3.20. The program does not expend Contract funds to provide individuals with hypodermic needles or syringes.
- 24.3.21. The program uses the funds as the "payment of last resort" for services for pregnant women and women with dependent children, TB services, and HIV services and, therefore, makes every reasonable effort to do the following:
- 24.3.21.1. Collect reimbursement for the costs of providing such services to persons entitled to insurance benefits under the Social Security Act, including programs under title XVIII and title XIX; any State compensation program, any other public assistance program for medical expenses, any grant program, any private health insurance, or any other benefit program.



Exhibit A

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24.3.21.2. Secure from patients of clients payments for services in accordance with their ability to pay.

24.4. The Contractor shall comply with all relevant state and federal laws such as but not limited to:

24.4.1. The Contractor shall, upon the direction of the State, provide court-ordered evaluation and a sliding fee scale (in Exhibit B) shall apply and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals.

24.4.2. The Contractor shall comply with the legal requirements governing human subject's research when considering research, including research conducted by student interns, using individuals served by this contract as subjects. Contractors must inform and receive the Department's approval prior to initiating any research involving subjects or participants related to this contract. The Department reserves the right, at its sole discretion, to reject any such human subject research requests.

24.4.3. Contractors shall comply with the Department's Sentinel Event Reporting Policy.





Exhibit B

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**Method and Conditions Precedent to Payment**

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, of the General Provisions, for the services provided by the Contractor pursuant to Exhibit A.
2. This Agreement is funded by:
  - 2.1. New Hampshire General Funds;
  - 2.2. Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment Funds; and
  - 2.3. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements.
3. The Contractor agrees to be reimbursed for services listed in Exhibit B-1 on a fee for service basis. The Contractor agrees the fees for services are all-inclusive rates to deliver the services and to meet the requirements in Exhibit A.
4. Method for Charging Services under this Contract
  - 4.1. The Contractor agrees to:
    - 4.1.1. Directly bill and receive payments for services provided under this contract from public and private insurance plans, the clients, and the Department;
    - 4.1.2. Assuring a billing and payment system that enables expedited processing to the greatest degree possible so that a client's admittance into the program is not unduly delayed, and overpayments are immediately refunded.
    - 4.1.3. Maintaining an accurate accounting and records for all services billed, payments received and overpayments (if any) refunded.
  - 4.2. The Contractor agrees to determine and charge for services provided to an eligible client under this contract, as follows:
    - 4.2.1. The Contractor shall charge up to the Contract Rate, in Exhibit B-1, by first charging the client's private insurance when the insurers' rates are at or lower than the Contract Rate.
    - 4.2.2. The Contractor shall charge the client according to a Sliding fee scale, in Section 7, when the Contractor determines or anticipates that the private insurer will not remit payment for the full amount of the Contract Rate in Exhibit B-1.
    - 4.2.3. If, after the Contractor charges the client's insurer (if applicable) and the client, any portion of the Contract Rate remains unpaid, the Contractor shall charge the Department the balance (the Contract Rate less the private insurer and the client cost shares).



**Exhibit B**

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- 4.3. The Contractor agrees the amount charged to the client shall not exceed the Contract Rate in Exhibit B-1 multiplied by the corresponding percentage stated in Section 7 Sliding fee scale for the client's applicable income level.
  - 4.4. The Contractor shall not charge the combination of the public or private insurer, the client and the Department an amount greater than the Contract Rate in Exhibit B-1.
  - 4.5. In the event of an overpayment (wherein the combination of all payments received by the Contractor) for a given service exceeds the Contract Rate stated in Exhibit B-1, the Contractor shall refund the parties in the reverse order, unless the overpayment was due to insurer, client or Departmental error. In instances of payer error, the Contractor shall refund the party who erred, and adjust the charges to the other parties, according to a correct application of the Sliding Fee Schedule.
5. The Contractor shall submit billing through the Website Information Technology System (WITS) for services listed in Exhibit B-1 as follows:
    - 5.1. Enter encounter note(s) into WITS no later than three (3) days after the date the service was provided to the client
    - 5.2. Review the encounter notes no later than 20 days following the last day of the billing month, and notify the Department that encounter notes are ready for review.
    - 5.3. Correct errors, if any, in the encounter notes as identified by the Department no later than 7 days after being notified of the errors and notify the Department the notes have been corrected and are ready for review.
    - 5.4. Batch and transmit the encounter notes upon Department approval for the billing month.
      - 5.4.1. Submit separate batches for each billing month.
    - 5.5. The Contractor agrees that encounter notes submitted for review after sixty (60) days of the last day of the billing month may be subject to non-payment.
6. Payment for Crisis Services to Existing Clients and their Significant Others:
    - 6.1. The Department will reimburse the Contractor for Crisis Services as a fee for service either as individual outpatient services or individual recovery support services (non-clinical) as defined in Exhibit A, Section 5.2 or 5.3, respectively and at the rates, unit type, and service limit in Exhibit B-1.
7. Sliding Fee Scale
    - 7.1. The Sliding Fee Scale shall apply to the services listed in Exhibit B-as follows:
    - 7.2. The Contractor will charge the client their portion of the Contract Rate (Maximum Allowed Charge) found in Exhibit B-1, based on the following sliding fee scale as follows:
      - 7.2.1. When the client's income is 0% to 138% of the Federal Poverty Level (FPL), the Contractor will charge the client 0% of the Contract Rate.



**Exhibit B**

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- 7.2.2. When the client's income is 139 to 149% of the Federal Poverty Level (FPL), the Contractor will charge the client 8% of the Contract Rate.
  - 7.2.3. When the client's income is 150% to 199% of the Federal Poverty Level (FPL), the Contractor will charge the client 12% of the Contract Rate.
  - 7.2.4. When the client's income is 200% to 249% of the Federal Poverty Level (FPL), the Contractor will charge the client 25% of the Contract Rate.
  - 7.2.5. When the client's income is 250% to 299% of the Federal Poverty Level (FPL), the Contractor will charge the client 40% of the Contract Rate.
  - 7.2.6. When the client's income is 300% to 349% of the Federal Poverty Level (FPL), the Contractor will charge the client 57%% of the Contract Rate.
  - 7.2.7. When the client's income is 350% to 399% of the Federal Poverty Level (FPL), the Contractor will charge the client 77% of the Contract Rate.
- 7.3. The Contractor shall not deny a minor child (under the age of 18) services because of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.
8. Non Reimbursement for Services
- 8.1. The State will not reimburse the Contractor for services provided through this contract when a client has or may have an alternative payer for services described in this scope of work, such as:
    - 8.1.1. Services covered by New Hampshire Health Protection Program for clients who are eligible for the New Hampshire Health Protection Program.
    - 8.1.2. Services covered by New Hampshire Medicaid for clients who are eligible for New Hampshire Medicaid.
    - 8.1.3. Services covered by Medicare for clients who are eligible for Medicare.
    - 8.1.4. Services covered by the client's private insurer(s) at a rate greater than the contract rate (in Exhibit B-1) set by the Department.
  - 8.2. Notwithstanding Section 8.1 above, the Contractor may seek reimbursement from the State for services provided under this contract when a client needs a service that is not covered by the payers listed in Section 8.1.
9. When the contract price limitation is reached the program shall continue to operate at full capacity at no charge to the Department for the duration of the contract period.
10. Funding may not be used to replace funding for a program already funded from another source.
11. The Contractor will keep records of their activities related to Department programs and services.



Exhibit B

12. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
13. Contractor will have forty-five (45) days from the end of the contract period to submit to the Department final invoices for payment. Any adjustments made to a prior invoice will need to be accompanied by supporting documentation.
14. Limitations and restrictions of funds:
  - 14.1. The Contractor agrees to use the funds as the payment of last resort.
  - 14.2. The Contractor agrees to the following funding restrictions:
    - 14.2.1. Make cash payments to intended recipients of substance abuse services.
    - 14.2.2. Use funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
    - 14.2.3. Use funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.
  - 14.3. The Contractor agrees to the Charitable Choice federal statutory provisions as follows:
    - 14.3.1. Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.



Exhibit B-1

**Service and Fee Table**

1. The Contractor shall be reimbursed for the Services and up to the Contract Rates in Table A below.
  - a. The Contract Rates in the Table A are the maximum allowed charged used in the Methods for Charging for Services under this Contract in Exhibit B, Section 4.

**Table A**

Service	Contract Rate (Maximum Allowed Charge)	Unit	Service Limit
Clinical Evaluation	\$250.00	Per evaluation	1 evaluation per 90 days, per client
Individual Outpatient	\$20.00	15 min	\$200 of combined individual & group per week, per client
Group Outpatient	\$6.00	15 min	
Continuous Recovery Monitoring - Attempted	\$15.00	Per 3 attempted contacts over the course of at least 1 week	\$60 of combined attempted and completed per month for the first 12 months post discharge, per client
Continuous Recovery Monitoring - Completed	\$15.00	Per 1 completed contact	
Individual Recovery Support Services (Non-Clinical)	\$15.00	15 min	\$160 per week, per client



**SPECIAL PROVISIONS**

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
  - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
  - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
  - 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
  - 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
  - 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
  - 11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
  - 11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
  - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or





more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
  
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF  
WHISTLEBLOWER RIGHTS (SEP 2013)

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
  
- (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
  
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.  
When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
  - 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
  - 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
  - 19.3. Monitor the subcontractor's performance on an ongoing basis



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

#### DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

**COSTS:** Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

**DEPARTMENT:** NH Department of Health and Human Services.

**FINANCIAL MANAGEMENT GUIDELINES:** Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

**PROPOSAL:** If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

**UNIT:** For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

**FEDERAL/STATE LAW:** Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

**CONTRACTOR MANUAL:** Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

**SUPPLANTING OTHER FEDERAL FUNDS:** The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



**REVISIONS TO GENERAL PROVISIONS**

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
  4. **CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;
  - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. The Division reserves the right to renew the Contract for up to two additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner  
NH Department of Health and Human Services  
129 Pleasant Street,  
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
  - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
    - 1.2.1. The dangers of drug abuse in the workplace;
    - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
    - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
    - 1.4.1. Abide by the terms of the statement; and
    - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

New Hampshire Department of Health and Human Services  
Exhibit D



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
    - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check  if there are workplaces on file that are not identified here.

Contractor Name:

3-1-16  
Date

Julie L. Libby  
Name: Julie L. Libby  
Title: County Administrator



**CERTIFICATION REGARDING LOBBYING**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- \*Temporary Assistance to Needy Families under Title IV-A
- \*Child Support Enforcement Program under Title IV-D
- \*Social Services Block Grant Program under Title XX
- \*Medicaid Program under Title XIX
- \*Community Services Block Grant under Title VI
- \*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name:

3.1.16  
Date

Julie L. Libby  
Name: Julie L. Libby  
Title: County Administrator



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

**PRIMARY COVERED TRANSACTIONS**

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
  - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

**LOWER TIER COVERED TRANSACTIONS**

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
  - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

3.1.16  
Date

Julie L. Libby  
Name: Julie L. Libby  
Title: County Administrator

Contractor Initials jl  
Date 3.1.16





**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO  
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND  
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections.

Contractor Initials

*jl*

Date

3-1-16

New Hampshire Department of Health and Human Services  
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

3.1.16  
Date

Julie L. Libby  
Name: Julie L. Libby  
Title: County Administrator

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials

jl

Date

3.1.16



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

3.1.16  
Date

Julie L. Libby  
Name: Julie L. Libby  
Title: County Administrator



Exhibit I

**HEALTH INSURANCE PORTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.



Exhibit I

- I. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
  - I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

**(3) Obligations and Activities of Business Associate.**

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
  - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - o The unauthorized person used the protected health information or to whom the disclosure was made;
  - o Whether the protected health information was actually acquired or viewed
  - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

*jl*  
3-1-16



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

**(4) Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

**(5) Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

**(6) Miscellaneous**

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.





Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health & Human Services  
The State

Melshleen A. Dunn  
Signature of Authorized Representative

Kathleen A. Dunn  
Name of Authorized Representative

Associate Commissioner  
Title of Authorized Representative

3/2/16  
Date

Grafton County Doc  
Name of the Contractor

Julie L. Libby  
Signature of Authorized Representative

Julie L. Libby  
Name of Authorized Representative

County Administrator  
Title of Authorized Representative

3-1-16  
Date



**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY  
ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
  - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
  - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

3-1-16  
Date

Julie L. Libby  
Name: Julie L. Libby  
Title: County Administrator



**FORM A**

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 08 125 9830
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO  YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO  YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____



Exhibit K

Operational Requirements for all Programs

The contractor shall comply with the following requirements:

1. Requirements for Organizational or Program Changes.

The contractor shall provide the department with written notice at least 30 days prior to changes in any of the following:

- 1.1.1. Ownership;
- 1.1.2. Physical location;
- 1.1.3. Name.

1.2. When there is a new administrator, the following shall apply:

- 1.2.1. The contractor shall provide the department with immediate notice when an administrator position becomes vacant;
- 1.2.2. The contractor shall notify the department in writing as soon as possible prior to a change in administrator, and immediately upon the lack of an administrator, and provide the department with the following:

- 1.2.2.1. The written disclosure of the new administrator required in Section 1.2 above;
- 1.2.2.2. A resume identifying the name and qualifications of the new administrator; and
- 1.2.2.3. Copies of applicable licenses for the new administrator;

- 1.2.3. When there is a change in the name, the contractor shall submit to the department a copy of the certificate of amendment from the New Hampshire Secretary of State, if applicable, and the effective date of the name change.

- 1.2.4. When a contractor discontinues a contracted program, it shall submit to the department:

- 1.2.4.1. A plan to transfer, discharge or refer all clients being served in the contracted program; and
- 1.2.4.2. A plan for the security and transfer of the client's records being served in the contracted program as required by Sections 12.8 – 12.10 below and with the consent of the client.

2. Inspections.

For the purpose of determining compliance with the contract, the contractor shall admit and allow any department representative at any time to inspect the following:

- 2.1.1. The facility premises;
- 2.1.2. All programs and services provided under the contract; and
- 2.1.3. Any records required by the contract.

2.2. A notice of deficiencies shall be issued when, as a result of any inspection, the department determines that the contractor is in violation of any of the contract requirements.

2.3. If the notice identifies deficiencies to be corrected, the contractor shall submit a plan of correction in accordance within 21 working days of receiving the inspection findings.

3. Administrative Remedies.

3.1. The department shall impose administrative remedies for violations of contract requirements, including:

- 3.1.1. Requiring a contractor to submit a plan of correction (POC);
- 3.1.2. Imposing a directed POC upon a contractor;
- 3.1.3. Suspension of a contract; or
- 3.1.4. Revocation of a contract.



Exhibit K

- 3.2. When administrative remedies are imposed, the department shall provide a written notice, as applicable, which:
  - 3.2.1. Identifies each deficiency;
  - 3.2.2. Identifies the specific remedy(s) that has been proposed; and
  - 3.2.3. Provides the contractor with information regarding the right to a hearing in accordance with RSA 541-A and He-C 200.
- 3.3. A POC shall be developed and enforced in the following manner:
  - 3.3.1. Upon receipt of a notice of deficiencies, the contractor shall submit a written POC within 21 days of the date on the notice describing:
    - 3.3.1.1. How the contractor intends to correct each deficiency;
    - 3.3.1.2. What measures will be put in place, or what system changes will be made to ensure that the deficiency does not recur; and
    - 3.3.1.3. The date by which each deficiency shall be corrected which shall be no later than 90 days from the date of submission of the POC;
  - 3.3.2. The department shall review and accept each POC that:
    - 3.3.2.1. Achieves compliance with contract requirements;
    - 3.3.2.2. Addresses all deficiencies and deficient practices as cited in the inspection report;
    - 3.3.2.3. Prevents a new violation of contract requirements as a result of implementation of the POC; and
    - 3.3.2.4. Specifies the date upon which the deficiencies will be corrected;
- 3.4. If the POC is acceptable, the department shall provide written notification of acceptance of the POC;
- 3.5. If the POC is not acceptable, the department shall notify the contractor in writing of the reason for rejecting the POC;
- 3.6. The contractor shall develop and submit a revised POC within 21 days of the date of the written notification in 3.5 above;
- 3.7. The revised POC shall comply with 3.3.1 above and be reviewed in accordance with 3.3.2 above;
- 3.8. If the revised POC is not acceptable to the department, or is not submitted within 21 days of the date of the written notification in 3.5 above, the contractor shall be subject to a directed POC in accordance with 3.12 below;
- 3.9. The department shall verify the implementation of any POC that has been submitted and accepted by:
  - 3.9.1. Reviewing materials submitted by the contractor;
  - 3.9.2. Conducting a follow-up inspection; or
  - 3.9.3. Reviewing compliance during the next scheduled inspection;
- 3.10. Verification of the implementation of any POC shall only occur after the date of completion specified by the contractor in the plan; and
- 3.11. If the POC or revised POC has not been implemented by the completion date, the contractor shall be issued a directed POC in accordance with 3.12 below.
- 3.12. The department shall develop and impose a directed POC that specifies corrective actions for the contractor to implement when:
  - 3.12.1. As a result of an inspection, deficiencies were identified that require immediate corrective action to protect the health and safety of the clients or personnel;
  - 3.12.2. A revised POC is not submitted within 21 days of the written notification from the department; or
  - 3.12.3. A revised POC submitted has not been accepted.



Exhibit K

4. Duties and Responsibilities of All Contractors.
  - 4.1. The contractor shall comply with all federal, state, and local laws, rules, codes, ordinances, licenses, permits, and approvals, and rules promulgated thereunder, as applicable.
  - 4.2. The contractor shall monitor, assess, and improve, as necessary, the quality of care and service provided to clients on an ongoing basis.
  - 4.3. The contractor shall provide for the necessary qualified personnel, facilities, equipment, and supplies for the safety, maintenance and operation of the contractor.
  - 4.4. The contractor shall develop and implement written policies and procedures governing its operation and all services provided.
  - 4.5. All policies and procedures shall be reviewed, revised, and trained on per contractor policy.
  - 4.6. The contractor shall:
    - 4.6.1. Employ an administrator responsible for the day-to-day operation of the contractor;
    - 4.6.2. Maintain a current job description and minimum qualifications for the administrator, including the administrator's authority and duties; and
    - 4.6.3. Establish, in writing, a chain of command that sets forth the line of authority for the operation of the contractor the staff position(s) to be delegated the authority and responsibility to act in the administrator's behalf when the administrator is absent.
  - 4.7. The contractor shall post the following documents in a public area:
    - 4.7.1. A copy of the contractor's policies and procedures relative to the implementation of client rights and responsibilities, including client confidentiality per 42 CFR Part 2; and
    - 4.7.2. The contractor's plan for fire safety, evacuation and emergencies identifying the location of, and access to all fire exits.
  - 4.8. The contractor or any employee shall not falsify any documentation or provide false or misleading information to the department.
  - 4.9. The contractor shall comply with all conditions of warnings and administrative remedies issued by the department, and all court orders.
  - 4.10. The contractor shall admit and allow any department representative to inspect the certified premises and all programs and services that are being provided at any time for the purpose of determining compliance with the contract.
  - 4.11. The contractor shall:
    - 4.11.1. Report all critical incidents and sentinel events to the department in accordance with Exhibit A, Section 20.2.3;
    - 4.11.2. Submit additional information if required by the department; and
    - 4.11.3. Report the event to other agencies as required by law.
  - 4.12. The contractor shall implement policies and procedures for reporting:
    - 4.12.1. Suspected child abuse, neglect or exploitation, in accordance with RSA 169-C:29-30; and
    - 4.12.2. Suspected abuse, neglect or exploitation of adults, in accordance with RSA 149-F:49.
  - 4.13. The contractor shall report all positive tuberculosis test results for personnel to the office of disease control in accordance with RSA 141-C:7, He-P 301.02 and He-P 301.03.
  - 4.14. For residential programs, if the contractor accepts a client who is known to have a disease reportable under He-P 301 or an infectious disease, which is any disease



Exhibit K

caused by the growth of microorganisms in the body which might or might not be contagious, the contractor shall follow the required procedures for the care of the clients, as specified by the United States Centers for Disease Control and Prevention 2007 Guideline for Isolation Precautions, Preventing Transmission of Infectious Agents in Healthcare Settings, June 2007.

- 4.15. Contractors shall implement state and federal regulations on client confidentiality, including provisions outlined in 42 CFR 2.13, RSA 172:8-a, and RSA 318-B:12;
- 4.16. A contractor shall, upon request, provide a client or the client's guardian or agent, if any, with a copy of his or her client record within the confines for 42 CFR Part 2.
- 4.17. The contractor shall develop policies and procedures regarding the release of information contained in client records, in accordance with 42 CFR Part 2, the Health Insurance Portability and Accountability Act (HIPAA), and RSA 318-B:10.
- 4.18. All records required by the contract shall be legible, current, accurate and available to the department during an inspection or investigation conducted in accordance with these rules.
- 4.19. Any contractor that maintains electronic records shall develop written policies and procedures designed to protect the privacy of clients and personnel that, at a minimum, include:
  - 4.19.1. Procedures for backing up files to prevent loss of data;
  - 4.19.2. Safeguards for maintaining the confidentiality of information pertaining to clients and staff; and
  - 4.19.3. Systems to prevent tampering with information pertaining to clients and staff.
- 4.20. The contractor's service site(s) shall:
  - 4.20.1. Be accessible to a person with a disability using ADA accessibility and barrier free guidelines per 42 U.S.C. 12131 et seq;
  - 4.20.2. Have a reception area separate from living and treatment areas;
  - 4.20.3. Have private space for personal consultation, charting, treatment and social activities, as applicable;
  - 4.20.4. Have secure storage of active and closed confidential client records; and
  - 4.20.5. Have separate and secure storage of toxic substances.
- 4.21. The contractor shall establish and monitor a code of ethics for the contractor and its staff, as well as a mechanism for reporting unethical conduct.

The contractor shall maintain specific policies on the following and shall submit these policies to the department for approval no later than 30 days after the effective date of the contract:

- 4.21.1. Client rights, grievance and appeals policies and procedures;
- 4.21.2. Progressive discipline, leading to administrative discharge;
- 4.21.3. Reporting and appealing staff grievances;
- 4.21.4. Policies on client alcohol and other drug use while in treatment;
- 4.21.5. Policies on client and employee smoking that are in compliance with Exhibit A, Section 4.1.5;
- 4.21.6. Drug-free workplace policy and procedures, including a requirement for the filing of written reports of actions taken in the event of staff misuse of alcohol or other drugs;
- 4.21.7. Policies and procedures for holding a client's possessions;
- 4.21.8. Secure storage of staff medications;
- 4.21.9. A client medication policy;
- 4.21.10. Urine specimen collection, as applicable, that:



Exhibit K

- 4.21.10.1. Ensure that collection is conducted in a manner that preserves client privacy as much as possible; and
- 4.21.10.2. Minimize falsification;
- 4.21.11. Safety and emergency procedures on the following:
  - 4.21.11.1. Medical emergencies;
  - 4.21.11.2. Infection control and universal precautions, including the use of protective clothing and devices;
  - 4.21.11.3. Reporting employee injuries;
  - 4.21.11.4. Fire monitoring, warning, evacuation, and safety drill policy and procedures;
  - 4.21.11.5. Emergency closings;
  - 4.21.11.6. Posting of the above safety and emergency procedures.
- 4.21.12. Procedures for protection of client records that govern use of records, storage, removal, conditions for release of information, and compliance with 42CFR, Part 2 and the Health Insurance Portability and Accountability Act (HIPAA); and
- 4.21.13. Procedures related to quality assurance and quality improvement.
- 5. Collection of Fees.
  - 5.1. The contractor shall maintain procedures regarding collections from client fees, private or public insurance, and other payers responsible for the client's finances; and
  - 5.2. At the time of screening and admission the contractor shall provide the client, and the client's guardian, agent, or personal representative, with a listing of all known applicable charges and identify what care and services are included in the charge.
- 6. Client Screening and Denial of Services.
  - 6.1. Contractors shall maintain a record of all client screenings, including:
    - 6.1.1. The client name and/or unique client identifier;
    - 6.1.2. The client referral source;
    - 6.1.3. The date of initial contact from the client or referring agency;
    - 6.1.4. The date of screening;
    - 6.1.5. The result of the screening, including the reason for denial of services if applicable;
    - 6.1.6. For any client who is placed on a waitlist, record of referrals to and coordination with interim services or reason that such a referral was not made;
    - 6.1.7. Record of all client contacts between screening and removal from the waitlist; and
    - 6.1.8. Date client was removed from the waitlist and the reason for removal
  - 6.2. For any client who is denied services, the contractor is responsible for:
    - 6.2.1. Informing the client of the reason for denial;
    - 6.2.2. Assisting the client in identifying and accessing appropriate available treatment;
  - 6.3. The contractor shall not deny services to a client solely because the client:
    - 6.3.1. Previously left treatment against the advice of staff;
    - 6.3.2. Relapsed from an earlier treatment;
    - 6.3.3. Is on any class of medications, including but not limited to opiates or benzodiazepines; or
    - 6.3.4. Has been diagnosed with a mental health disorder.
  - 6.4. The contractor shall report on 6.1 and 6.2 above at the request of the department.
- 7. Personnel Requirements.
  - 7.1. The contractor shall develop a current job description for all staff, including contracted staff, volunteers, and student interns, which shall include:
    - 7.1.1. Job title;





Exhibit K

- 7.1.2. Physical requirements of the position;
- 7.1.3. Education and experience requirements of the position;
- 7.1.4. Duties of the position;
- 7.1.5. Positions supervised; and
- 7.1.6. Title of immediate supervisor.
- 7.2. The contractor shall develop and implement policies regarding criminal background checks of prospective employees, which shall, at a minimum, include:
  - 7.2.1. Requiring a prospective employee to sign a release to allow the contractor to obtain his or her criminal record;
  - 7.2.2. Requiring the administrator or his or her designee to obtain and review a criminal records check from the New Hampshire department of safety for each prospective employee;
  - 7.2.3. Criminal background standards regarding the following, beyond which shall be reason to not hire a prospective employee in order to ensure the health, safety, or well-being of clients:
    - 7.2.3.1. Felony convictions in this or any other state;
    - 7.2.3.2. Convictions for sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation; and
    - 7.2.3.3. Findings by the department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation or any person; and
  - 7.2.4. Waiver of 7.2.3 above for good cause shown.
- 7.3. All staff, including contracted staff, shall:
  - 7.3.1. Meet the educational, experiential, and physical qualifications of the position as listed in their job description;
  - 7.3.2. Not exceed the criminal background standards established by 7.2.3 above, unless waived for good cause shown, in accordance with policy established in 7.2.4 above;
  - 7.3.3. Be licensed, registered or certified as required by state statute and as applicable;
  - 7.3.4. Receive an orientation within the first 3 days of work or prior to direct contact with clients, which includes:
    - 7.3.4.1. The contractor's code of ethics, including ethical conduct and the reporting of unprofessional conduct;
    - 7.3.4.2. The contractor's policies on client rights and responsibilities and complaint procedures;
    - 7.3.4.3. Confidentiality requirements as required by Sections 4.15 and 4.19.2 above and Section 17 below;
    - 7.3.4.4. Grievance procedures for both clients and staff as required in Section 4.22.1 and 4.22.3 above and Section 18 below.
    - 7.3.4.5. The duties and responsibilities and the policies, procedures, and guidelines of the position they were hired for;
    - 7.3.4.6. Topics covered by both the administrative and personnel manuals;
    - 7.3.4.7. The contractor's infection prevention program;
    - 7.3.4.8. The contractor's fire, evacuation, and other emergency plans which outline the responsibilities of personnel in an emergency; and
    - 7.3.4.9. Mandatory reporting requirements for abuse or neglect such as those found in RSA 161-F and RSA 169-C:29; and
  - 7.3.5. Sign and date documentation that they have taken part in an orientation as described in 7.3.4 above;



Exhibit K

- 7.3.6. Complete a mandatory annual in-service education, which includes a review of all elements described in 7.3.4 above.
- 7.4. Prior to having contact with clients, employees and contracted employees shall:
  - 7.4.1. Submit to the contractor proof of a physical examination or a health screening conducted not more than 12 months prior to employment which shall include at a minimum the following:
    - 7.4.1.1. The name of the examinee;
    - 7.4.1.2. The date of the examination;
    - 7.4.1.3. Whether or not the examinee has a contagious illness or any other illness that would affect the examinee's ability to perform their job duties;
    - 7.4.1.4. Results of a 2-step tuberculosis (TB) test, Mantoux method or other method approved by the Centers for Disease Control (CDC); and
    - 7.4.1.5. The dated signature of the licensed health practitioner;
  - 7.4.2. Be allowed to work while waiting for the results of the second step of the TB test when the results of the first step are negative for TB; and
  - 7.4.3. Comply with the requirements of the Centers for Disease Control Guidelines for Preventing the Transmission of Tuberculosis in Health Facilities Settings, 2005, if the person has either a positive TB test, or has had direct contact or potential for occupational exposure to Mycobacterium tuberculosis through shared air space with persons with infectious tuberculosis.
- 7.5. Employees, contracted employees, volunteers and independent contractors who have direct contact with clients who have a history of TB or a positive skin test shall have a symptomatology screen of a TB test.
- 7.6. The contractor shall maintain and store in a secure and confidential manner, a current personnel file for each employee, student, volunteer, and contracted staff. A personnel file shall include, at a minimum, the following:
  - 7.6.1. A completed application for employment or a resume, including:
  - 7.6.2. Identification data; and
  - 7.6.3. The education and work experience of the employee;
  - 7.6.4. A copy of the current job description or agreement, signed by the individual, that identifies the:
    - 7.6.4.1. Position title;
    - 7.6.4.2. Qualifications and experience; and
    - 7.6.4.3. Duties required by the position;
  - 7.6.5. Written verification that the person meets the contractor's qualifications for the assigned job description, such as school transcripts, certifications and licenses as applicable;
  - 7.6.6. A signed and dated record of orientation as required by 7.3.4 above;
  - 7.6.7. A copy of each current New Hampshire license, registration or certification in health care field and CPR certification, if applicable;
  - 7.6.8. Records of screening for communicable diseases results required in 7.4 above;
  - 7.6.9. Written performance appraisals for each year of employment including description of any corrective actions, supervision, or training determined by the person's supervisor to be necessary;
  - 7.6.10. Documentation of annual in-service education as required by 7.3.6 above;
  - 7.6.11. Information as to the general content and length of all continuing education or educational programs attended;



Exhibit K

- 7.6.12. A signed statement acknowledging the receipt of the contractor's policy setting forth the client's rights and responsibilities, including confidentiality requirements, and acknowledging training and implementation of the policy.
- 7.6.13. A statement, which shall be signed at the time the initial offer of employment is made and then annually thereafter, stating that he or she:
  - 7.6.13.1. Does not have a felony conviction in this or any other state;
  - 7.6.13.2. Has not been convicted of a sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation or pose a threat to the health, safety or well-being of a client; and
  - 7.6.13.3. Has not had a finding by the department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation of any person; and
- 7.6.14. Documentation of the criminal records check and any waivers per 7.2 above.
- 7.7. An individual need not re-disclose any of the matters in 7.6.13 and 7.6.14 above if the documentation is available and the contractor has previously reviewed the material and granted a waiver so that the individual can continue employment.
- 8. Clinical Supervision.
  - 8.1. Contractors shall comply with the following clinical supervision requirements for unlicensed counselors:
    - 8.1.1. Each unlicensed alcohol and drug counselor or Certified Recovery Support Worker (CRSW) shall be supervised by a New Hampshire-MLADC or LADC with the LCS credential at a ratio of one LADC to every 2 full-time equivalent positions that are unlicensed alcohol and drug counselors or CRSWs;
    - 8.1.2. Unlicensed counselors shall receive at least one hour of supervision for every 20 hours of direct client contact;
    - 8.1.3. Supervision shall be provided on an individual or group basis, or both, depending upon the employee's need, experience and skill level;
    - 8.1.4. Supervision shall include following techniques:
      - 8.1.4.1. Review of case records;
      - 8.1.4.2. Observation of interactions with clients;
      - 8.1.4.3. Skill development; and
      - 8.1.4.4. Review of case management activities; and
    - 8.1.5. Supervisors shall maintain a log of the supervision date, duration, content and who was supervised by whom;
    - 8.1.6. Individuals licensed or certified by the NH Board of Licensing for Alcohol and Other Drug Use Professionals shall receive supervision in accordance with RSA 330-C and the rules promulgated thereunder.
- 9. Clinical Services.
  - 9.1. Each contractor shall have and adhere to a clinical care manual which includes policies and procedures related to all clinical services provided.
  - 9.2. All clinical services provided shall:
    - 9.2.1. Focus on the client's strengths;
    - 9.2.2. Be sensitive and relevant to the diversity of the clients being served;
    - 9.2.3. Be client and family centered;
    - 9.2.4. Be trauma informed, which means designed to acknowledge the impact of violence and trauma on people's lives and the importance of addressing trauma in treatment; and
  - 9.3. Upon a client's admission, the contractor shall conduct a client orientation, either individually or by group, to include the following:



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- 9.3.1. Rules, policies, and procedures of the contractor, program, and facility;
- 9.3.2. Requirements for successfully completing the program;
- 9.3.3. The administrative discharge policy and the grounds for administrative discharge;
- 9.3.4. All applicable laws regarding confidentiality, including the limits of confidentiality and mandatory reporting requirements; and
- 9.3.5. Requiring the client to sign a receipt that the orientation was conducted.
- 9.3.6. Upon a client's admission to treatment, the contractor shall conduct an HIV/AIDS screening, to include:
  - 9.3.7. The provision of information;
  - 9.3.8. Risk assessment;
  - 9.3.9. Intervention and risk reduction education, and
  - 9.3.10. Referral for testing, if appropriate, within 7 days of admission;
- 10. Treatment and Rehabilitation.
  - 10.1. A LADC or unlicensed counselor under the supervision of a LADC shall develop and maintain a written treatment plan for each client in accordance with TAP 21: Addiction Counseling Competencies available at <http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1> which addresses all ASAM domains.
  - 10.2. Treatment plans shall be developed as follows:
    - 10.2.1. Within 7 days following admission to any residential program; and
    - 10.2.2. No later than the third session of an ambulatory treatment program.
  - 10.3. Individual treatment plans shall contain, at a minimum, the following elements:
    - 10.3.1. Goals, objectives, and interventions written in terms that are specific, measurable, attainable, realistic and timely.
    - 10.3.2. Identifies the recipient's clinical needs, treatment goals, and objectives;
    - 10.3.3. Identifies the client's strengths and resources for achieving goals and objectives in 10.3.1 above;
    - 10.3.4. Defines the strategy for providing services to meet those needs, goals, and objectives;
    - 10.3.5. Identifies referral to outside contractors for the purpose of achieving a specific goal or objective when the service cannot be delivered by the treatment program;
    - 10.3.6. Provides the criteria for terminating specific interventions; and
    - 10.3.7. Includes specification and description of the indicators to be used to assess the individual's progress.
    - 10.3.8. Documentation of participation by the client in the treatment planning process or the reason why the client did not participate; and
    - 10.3.9. Signatures of the client and the counselor agreeing to the treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.
  - 10.4. Treatment plans shall be updated based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent.
  - 10.5. Treatment plan updates shall include:
    - 10.5.1. Documentation of the degree to which the client is meeting treatment plan goals and objectives;
    - 10.5.2. Modification of existing goals or addition of new goals based on changes in the clients functioning relative to ASAM domains and treatment goals and objectives.



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- 10.5.3. The counselor's assessment of whether or not the client needs to move to a different level of care based on changes in functioning in any ASAM domain and documentation of the reasons for this assessment.
  - 10.5.4. The signature of the client and the counselor agreeing to the updated treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.
  - 10.6. In addition to the individualized treatment planning in 10.3 above, all contractors shall provide client education on:
    - 10.6.1. Substance use disorders;
    - 10.6.2. Relapse prevention;
    - 10.6.3. Infectious diseases associated with injection drug use, including but not limited to, HIV, hepatitis, and TB;
    - 10.6.4. Sexually transmitted diseases;
    - 10.6.5. Emotional, physical, and sexual abuse;
    - 10.6.6. Nicotine use disorder and cessation options;
    - 10.6.7. The impact of drug and alcohol use during pregnancy, risks to the fetus, and the importance of informing medical practitioners of drug and alcohol use during pregnancy
  - 10.7. Group education and counseling
    - 10.7.1. The contractor shall maintain an outline of each educational and group therapy session provided.
    - 10.7.2. All group counseling sessions shall be limited to 12 clients or fewer per counselor.
  - 10.8. Progress notes
    - 10.8.1. A progress note shall be completed for each individual, group, or family treatment or education session.
    - 10.8.2. Each progress note shall contain the following components:
      - 10.8.2.1. Data, including self-report, observations, interventions, current issues/stressors, functional impairment, interpersonal behavior, motivation, and progress, as it relates to the current treatment plan;
      - 10.8.2.2. Assessment, including progress, evaluation of intervention, and obstacles or barriers; and
      - 10.8.2.3. Plan, including tasks to be completed between sessions, objectives for next session, any recommended changes, and date of next session; and
  - 10.9. Residential programs shall maintain a daily shift change log which documents such things as client behavior and significant events that a subsequent shift should be made aware of.
  - 11. Client Discharge and Transfer.
    - 11.1. A client shall be discharged from a program for the following reasons:
      - 11.1.1. Program completion or transfer based on changes in the client's functioning relative to ASAM criteria;
      - 11.1.2. Program termination, including:
        - 11.1.2.1. Administrative discharge;
        - 11.1.2.2. Non-compliance with the program;
        - 11.1.2.3. The client left the program before completion against advice of treatment staff; and
      - 11.1.3. The client is inaccessible, such as the client has been jailed or hospitalized; and
    - 11.2. In all cases of client discharge or transfer, the counselor shall complete a narrative discharge summary, including, at a minimum:



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- 11.2.1. The dates of admission and discharge or transfer;
- 11.2.2. The client's psychosocial substance abuse history and legal history;
- 11.2.3. A summary of the client's progress toward treatment goals in all ASAM domains;
- 11.2.4. The reason for discharge or transfer;
- 11.2.5. The client's DSM 5 diagnosis and summary, to include other assessment testing completed during treatment;
- 11.2.6. A summary of the client's physical condition at the time of discharge or transfer;
- 11.2.7. A continuing care plan, including all ASAM domains;
- 11.2.8. A determination as to whether the client would be eligible for re-admission to treatment, if applicable; and
- 11.2.9. The dated signature of the counselor completing the summary.
- 11.3. The discharge summary shall be completed:
  - 11.3.1. No later than 7 days following a client's discharge or transfer from the program; or
  - 11.3.2. For withdrawal management services, by the end of the next business day following a client's discharge or transfer from the program.
- 11.4. When transferring a client, either from one level of care to another within the same certified contractor agency or to another treatment contractor, the counselor shall:
  - 11.4.1. Complete a progress note on the client's treatment and progress towards treatment goals, to be included in the client's record; and
  - 11.4.2. Update the client assessment and treatment plan.
- 11.5. When transferring a client to another treatment contractor, the current contractor shall forward copies of the following information to the receiving contractor, only after a release of confidential information is signed by the client:
  - 11.5.1. The discharge summary;
  - 11.5.2. Client demographic information, including the client's name, date of birth, address, telephone number, and the last 4 digits of his or her Social Security number; and
  - 11.5.3. A diagnostic assessment statement and other assessment information, including:
    - 11.5.3.1. TB test results;
    - 11.5.3.2. A record of the client's treatment history; and
    - 11.5.3.3. Documentation of any court-mandated or agency-recommended follow-up treatment.
- 11.6. The counselor shall meet with the client at the time of discharge or transfer to establish a continuing care plan that:
  - 11.6.1. Includes recommendations for continuing care in all ASAM domains;
  - 11.6.2. Addresses the use of self-help groups including, when indicated, facilitated self-help; and
  - 11.6.3. Assists the client in making contact with other agencies or services.
- 11.7. The counselor shall document in the client record if and why the meeting in Section 11.6 above could not take place.
- 11.8. A contractor may administratively discharge a client from a program only if:
  - 11.8.1. The client's behavior on program premises is abusive, violent, or illegal;
  - 11.8.2. The client is non-compliant with prescription medications;
  - 11.8.3. Clinical staff documents therapeutic reasons for discharge, which may include the client's continued use of illicit drugs or an unwillingness to follow appropriate clinical interventions; or



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11.8.4. The client violates program rules in a manner that is consistent with the contractor's progressive discipline policy.

12. Client Record System.

12.1. Each contractor shall have policies and procedures to implement a comprehensive client record system, in either paper form or electronic form, or both, that complies with this section.

The client record of each client served shall communicate information in a manner that is:

12.1.1. Organized into related sections with entries in chronological order;

12.1.2. Easy to read and understand;

12.1.3. Complete, containing all the parts; and

12.1.4. Up-to-date, including notes of most recent contacts.

12.2. The client record shall include, at a minimum, the following components, organized as follows:

12.2.1. First section, Intake/Initial Information:

12.2.1.1. Identification data, including the client's:

12.2.1.1.1. Name;

12.2.1.1.2. Date of birth;

12.2.1.1.3. Address;

12.2.1.1.4. Telephone number; and

12.2.1.1.5. The last 4 digits of the client's Social Security number;

12.2.1.2. The date of admission;

12.2.1.3. If either of these have been appointed for the client, the name and address of:

12.2.1.3.1. The guardian; and

12.2.1.3.2. The representative payee;

12.2.1.4. The name, address, and telephone number of the person to contact in the event of an emergency;

12.2.1.5. Contact information for the person or entity referring the client for services, as applicable;

12.2.1.6. The name, address, and telephone number of the primary health care contractor;

12.2.1.7. The name, address, and telephone number of the behavioral health care contractor, if applicable;

12.2.1.8. The name and address of the client's public or private health insurance contractor(s), or both;

12.2.1.9. The client's religious preference, if any;

12.2.1.10. The client's personal health history;

12.2.1.11. The client's mental health history;

12.2.1.12. Current medications;

12.2.1.13. Records and reports prepared prior to the client's current admission and determined by the counselor to be relevant; and

12.2.1.14. Signed receipt of notification of client rights;

12.2.2. Second section, Screening/Assessment/Evaluation:

12.2.2.1. Documentation of all elements of screening, assessment and evaluation required by Exhibit A, Sections 6 and 10.2;

12.2.3. Third section, Treatment Planning:

12.2.3.1. The individual treatment plan, updated at designated intervals in accordance with Sections 10.2 – 10.5 above; and



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- 12.2.3.2. Signed and dated progress notes and reports from all programs involved, as required by Section 10.8 above;
- 12.2.4. Fourth section, Discharge Planning:
  - 12.2.4.1. A narrative discharge summary, as required by Sections 11.2 and 11.3 above;
  - 12.2.5. Fifth section, Releases of Information/Miscellaneous:
    - 12.2.5.1. Release of information forms compliant with 42 CFR, Part 2;
    - 12.2.5.2. Any correspondence pertinent to the client; and
    - 12.2.5.3. Any other information the contractor deems significant.
- 12.3. If the contractor utilizes a paper format client record system, then the sections in Section 12.3 above shall be tabbed sections.
- 12.4. If the contractor utilizes an electronic format, the sections in Section 12.3 above shall not apply provided that all information listed in Section 12.3 above is included in the electronic record.
- 12.5. All client records maintained by the contractor or its sub-contractors, including paper files, facsimile transmissions, or electronic data transfers, shall be strictly confidential.
- 12.6. All confidential information shall be maintained within a secure storage system at all times as follows:
  - 12.6.1. Paper records and external electronic storage media shall be kept in locked file cabinets;
  - 12.6.2. All electronic files shall be password protected; and
  - 12.6.3. All confidential notes or other materials that do not require storage shall be shredded immediately after use.
  - 12.6.4. Contractors shall retain client records after the discharge or transfer of the client, as follows:
    - 12.6.4.1. For a minimum of 7 years for an adult; and
    - 12.6.4.2. For a minimum of 7 years after age of majority for children.
- 12.7. In the event of a program closure, the contractor closing its treatment program shall arrange for the continued management of all client records. The closing contractor shall notify the department in writing of the address where records will be stored and specify the person managing the records.
- 12.8. The closing contractor shall arrange for storage of each record through one or more of the following measures:
  - 12.8.1. Continue to manage the records and give written assurance to the department that it will respond to authorized requests for copies of client records within 10 working days;
  - 12.8.2. Transfer records of clients who have given written consent to another contractor; or
  - 12.8.3. Enter into a limited service organization agreement with another contractor to store and manage records.
- 13. Medication Services.
  - 13.1. No administration of medications, including physician samples, shall occur except by a licensed medical practitioner working within their scope of practice.
  - 13.2. All prescription medications brought by a client to program shall be in their original containers and legibly display the following information:
    - 13.2.1. The client's name;
    - 13.2.2. The medication name and strength;
    - 13.2.3. The prescribed dose;
    - 13.2.4. The route of administration;





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- 13.2.5. The frequency of administration; and
  - 13.2.6. The date ordered.
  - 13.3. Any change or discontinuation of prescription medications shall require a written order from a licensed practitioner.
  - 13.4. All prescription medications, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be kept on the client's person or stored in the client's room, shall be stored as follows:
    - 13.4.1. All medications shall be kept in a storage area that is:
      - 13.4.1.1. Locked and accessible only to authorized personnel;
      - 13.4.1.2. Organized to allow correct identification of each client's medication(s);
      - 13.4.1.3. Illuminated in a manner sufficient to allow reading of all medication labels; and
      - 13.4.1.4. Equipped to maintain medication at the proper temperature;
    - 13.4.2. Schedule II controlled substances, as defined by RSA 318-B:1-b, shall be kept in a separately locked compartment within the locked medication storage area and accessible only to authorized personnel; and
    - 13.4.3. Topical liquids, ointments, patches, creams and powder forms of products shall be stored in a manner such that cross-contamination with oral, optic, ophthalmic, and parenteral products shall not occur.
  - 13.5. Medication belonging to personnel shall not be accessible to clients, nor stored with client medication.
  - 13.6. Over-the-counter (OTC) medications shall be handled in the following manner:
    - 13.6.1. Only original, unopened containers of OTC medications shall be allowed to be brought into the program;
    - 13.6.2. OTC medication shall be stored in accordance with Section 13.4 above.
    - 13.6.3. OTC medication containers shall be marked with the name of the client using the medication and taken in accordance with the directions on the medication container or as ordered by a licensed practitioner;
  - 13.7. All medications self-administered by a client, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be taken by the client without supervision, shall be supervised by the program staff, as follows:
    - 13.7.1. Staff shall remind the client to take the correct dose of his or her medication at the correct time;
    - 13.7.2. Staff may open the medication container but shall not be permitted to physically handle the medication itself in any manner;
    - 13.7.3. Staff shall remain with the client to observe them taking the prescribed dose and type of medication;
  - 13.8. For each medication taken, staff shall document in an individual client medication log the following:
    - 13.8.1. The medication name, strength, dose, frequency and route of administration;
    - 13.8.2. The date and the time the medication was taken;
    - 13.8.3. The signature or identifiable initials of the person supervising the taking of said medication; and
    - 13.8.4. The reason for any medication refused or omitted.
  - 13.9. Upon a client's discharge:
    - 13.9.1. The client medication log in Section 13.8 above shall be included in the client's record; and
    - 13.9.2. The client shall be given any remaining medication to take with him or her
14. Notice of Client Rights



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- 14.1. Programs shall inform clients of their rights under these rules in clear, understandable language and form, both verbally and in writing as follows:
  - 14.1.1. Applicants for services shall be informed of their rights to evaluations and access to treatment;
  - 14.1.2. Clients shall be advised of their rights upon entry into any program and at least once a year after entry;
  - 14.1.3. Initial and annual notifications of client rights in Section 14 above shall be documented in the client's record; and
- 14.2. Every program within the service delivery system shall post notice of the rights, as follows:
  - 14.2.1. The notice shall be posted continuously and conspicuously;
  - 14.2.2. The notice shall be presented in clear, understandable language and form; and
  - 14.2.3. Each program and residence shall have on the premises complete copies of rules pertaining to client rights that are available for client review.
15. Fundamental Rights.
  - 15.1. No person receiving treatment for a substance use disorder shall be deprived of any legal right to which all citizens are entitled solely by reason of that person's admission to the treatment services system.
16. Personal Rights.
  - 16.1. Persons who are applicants for services or clients in the service delivery system shall be treated by program staff with dignity and respect at all times.
  - 16.2. Clients shall be free from abuse, neglect and exploitation including, at a minimum, the following:
    - 16.2.1. Freedom from any verbal, non-verbal, mental, physical, or sexual abuse or neglect;
    - 16.2.2. Freedom from the intentional use of physical force except the minimum force necessary to prevent harm to the client or others; and
    - 16.2.3. Freedom from personal or financial exploitation.
  - 16.3. Clients shall have the right to privacy.
17. Client Confidentiality
  - 17.1. All contractors shall adhere to the confidentiality requirements in 42 CFR part 2.
  - 17.2. In cases where a client, attorney or other authorized person, after review of the record, requests copies of the record, a program shall make such copies available free of charge for the first 25 pages and not more than 25 cents per page thereafter.
  - 17.3. If a minor age 12 or older is treated for drug abuse without parental consent as authorized by RSA 318:B12-a, the following shall apply:
    - 17.3.1. The minor's signature alone shall authorize a disclosure; and
    - 17.3.2. Any disclosure to the minor's parents or guardians shall require a signed authorization to release.
18. Client Grievances
  - 18.1. Clients shall have the right to complain about any matter, including any alleged violation of a right afforded by these rules or by any state or federal law or rule.
  - 18.2. Any person shall have the right to complain or bring a grievance on behalf of an individual client or a group of clients.
  - 18.3. The rules governing procedures for protection of client rights found at He-C 200 shall apply to such complaints and grievances.
19. Treatment Rights.
  - 19.1. Each client shall have the right to adequate and humane treatment, including:
    - 19.1.1. The right of access to treatment including:



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- 19.1.1.1. The right to evaluation to determine an applicant's need for services and to determine which programs are most suited to provide the services needed;
- 19.1.1.2. The right to provision of necessary services when those services are available, subject to the admission and eligibility policies and standards of each program; and
- 19.1.2. The right to quality treatment including:
  - 19.1.2.1. Services provided in keeping with evidence-based clinical and professional standards applicable to the persons and programs providing the treatment and to the conditions for which the client is being treated;
- 19.1.3. The right to receive services in such a manner as to promote the client's full participation in the community;
- 19.1.4. The right to receive all services or treatment to which a person is entitled in accordance with the time frame set forth in the client's individual treatment plan;
- 19.1.5. The right to an individual treatment plan developed, reviewed and revised in accordance with Sections 10.1 – 10.5 above which addresses the client's own goals;
- 19.1.6. The right to receive treatment and services contained in an individual treatment plan designed to provide opportunities for the client to participate in meaningful activities in the communities in which the client lives and works;
- 19.1.7. The right to service and treatment in the least restrictive alternative or environment necessary to achieve the purposes of treatment including programs which least restrict:
  - 19.1.7.1. Freedom of movement; and
  - 19.1.7.2. Participation in the community, while providing the level of support needed by the client;
- 19.1.8. The right to be informed of all significant risks, benefits, side effects and alternative treatment and services and to give consent to any treatment, placement or referral following an informed decision such that:
  - 19.1.8.1. Whenever possible, the consent shall be given in writing; and
  - 19.1.8.2. In all other cases, evidence of consent shall be documented by the program and shall be witnessed by at least one person;
- 19.1.9. The right to refuse to participate in any form of experimental treatment or research;
- 19.1.10. The right to be fully informed of one's own diagnosis and prognosis;
- 19.1.11. The right to voluntary placement including the right to:
  - 19.1.11.1. Seek changes in placement, services or treatment at any time; and
  - 19.1.11.2. Withdraw from any form of voluntary treatment or from the service delivery system;
- 19.1.12. The right to services which promote independence including services directed toward:
  - 19.1.12.1. Eliminating, or reducing as much as possible, the client's needs for continued services and treatment; and
  - 19.1.12.2. Promoting the ability of the clients to function at their highest capacity and as independently as possible;
- 19.1.13. The right to refuse medication and treatment;
- 19.1.14. The right to referral for medical care and treatment including, if needed, assistance in finding such care in a timely manner;
- 19.1.15. The right to consultation and second opinion including:
  - 19.1.15.1. At the client's own expense, the consultative services of:



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- 19.1.15.1.1. Private physicians;
- 19.1.15.1.2. Psychologists;
- 19.1.15.1.3. Licensed drug and alcohol counselors; and
- 19.1.15.1.4. Other health practitioners; and
- 19.1.15.2. Granting to such health practitioners reasonable access to the client, as required by Section 19.1.15, in programs and allowing such practitioners to make recommendations to programs regarding the services and treatment provided by the programs;
- 19.1.16. The right, upon request, to have one or more of the following present at any treatment meeting requiring client participation and informed decision-making:
  - 19.1.16.1. Guardian;
  - 19.1.16.2. Representative;
  - 19.1.16.3. Attorney;
  - 19.1.16.4. Family member;
  - 19.1.16.5. Advocate; or
  - 19.1.16.6. Consultant; and
- 19.1.17. The right to freedom from restraint including the right to be free from seclusion and physical, mechanical or pharmacological restraint.
- 19.2. No treatment professional shall be required to administer treatment contrary to such professional's clinical judgment.
- 19.3. Programs shall, whenever possible, maximize the decision-making authority of the client.
- 19.4. In furtherance of Section 19.3 above, the following provisions shall apply to clients for whom a guardian has been appointed by a court of competent jurisdiction:
  - 19.4.1. The program shall ensure that in the course of service provision, the guardian and all persons involved in the provision of service are made aware of the client's views, preferences and aspirations;
  - 19.4.2. A guardian shall only make decisions that are within the scope of the powers set forth in the guardianship order issued by the court;
  - 19.4.3. The program shall request a copy of the guardianship order from the guardian and the order shall be kept in the client's record at the program;
  - 19.4.4. If any issues arise relative to the provision of services and supports which are outside the scope of the guardian's decision-making authority as set forth in the guardianship order, the client's choice and preference relative to those issues shall prevail unless the guardian's authority is expanded by the court to include those issues;
  - 19.4.5. A program shall take such steps as are necessary to prevent a guardian from exceeding the decision-making authority granted by the court including:
    - 19.4.5.1. Reviewing with the guardian the limits on his or her decision-making authority; and
    - 19.4.5.2. If necessary, bringing the matter to the attention of the court that appointed the guardian;
  - 19.4.6. The guardian shall act in a manner that furthers the best interests of the client;
  - 19.4.7. In acting in the best interests of the client, the guardian shall take into consideration the views, preferences and aspirations of the client;
  - 19.4.8. The program shall take such steps as are necessary to prevent a guardian from acting in a manner that does not further the best interests of the client and, if necessary, bring the matter to the attention of the court that appointed the guardian; and



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- 19.4.9. In the event that there is a dispute between the program and the guardian, the program shall inform the guardian of his or her right to bring the dispute to the attention of the probate court that appointed the guardian.
20. Termination of Services.
- 20.1. A client shall be terminated from a contractor's service if the client:
- 20.1.1. Endangers or threatens to endanger other clients or staff, or engages in illegal activity on the property of the program;
  - 20.1.2. Is no longer benefiting from the service(s) he or she is receiving;
  - 20.1.3. Cannot agree with the program on a mutually acceptable course of treatment;
  - 20.1.4. Refuses to pay for the services that he or she is receiving despite having the financial resources to do so; or
  - 20.1.5. Refuses to apply for benefits that could cover the cost of the services that he or she is receiving despite the fact that the client is or might be eligible for such benefits.
- 20.2. A termination from a contractor's services shall not occur unless the program has given both written and verbal notice to the client and client's guardian, if any, that:
- 20.2.1. Give the effective date of termination;
  - 20.2.2. List the clinical or management reasons for termination; and
  - 20.2.3. Explain the rights to appeal and the appeal process pursuant to He-C 200.
- 20.3. A contractor shall document in the record of a client who has been terminated that:
- 20.3.1. The client has been notified of the termination; and
  - 20.3.2. The termination has been approved by the program director.
21. Client Rights in Residential Programs.
- 21.1. In addition to the foregoing rights, clients of residential programs shall also have the following rights:
- 21.1.1. The right to a safe, sanitary and humane living environment;
  - 21.1.2. The right to privately communicate with others, including:
    - 21.1.2.1. The right to send and receive unopened and uncensored correspondence;
    - 21.1.2.2. The right to have reasonable access to telephones and to be allowed to make and to receive reasonable numbers of telephone calls except that residential programs may require a client to reimburse them for the cost of any calls made by the client;
    - 21.1.2.3. The right to receive and to refuse to receive visitors except that residential programs may impose reasonable restrictions on the number and time of visits in order to ensure effective provision of services; and
  - 21.1.3. The right to engage in social and recreational activities including the provision of regular opportunities for clients to engage in such activities;
  - 21.1.4. The right to privacy, including the following:
    - 21.1.4.1. The right to courtesies such as knocking on closed doors before entering and ensuring privacy for telephone calls and visits;
    - 21.1.4.2. The right to opportunities for personal interaction in a private setting except that any conduct or activity which is illegal shall be prohibited; and
    - 21.1.4.3. The right to be free from searches of their persons and possessions except in accordance with applicable constitutional and legal standards;
  - 21.1.5. The right to individual choice, including the following:
    - 21.1.5.1. The right to keep and wear their own clothes;
    - 21.1.5.2. The right to space for personal possessions;
    - 21.1.5.3. The right to keep and to read materials of their own choosing;
    - 21.1.5.4. The right to keep and spend their own money; and



Exhibit K

- 
- 21.1.5.5. The right not to work and to be compensated for any work performed, except that:
    - 21.1.5.5.1. Clients may be required to perform personal housekeeping tasks within the client's own immediate living area and equitably share housekeeping tasks within the common areas of the residence, without compensation; and
    - 21.1.5.5.2. Clients may perform vocational learning tasks or work required for the operation or maintenance of a residential program, if the work is consistent with their individual treatment plans and the client is compensated for work performed; and
  - 21.1.6. The right to be reimbursed for the loss of any money held in safekeeping by the residence.
  - 21.2. Nothing in Section 21 shall prevent a residence from having policies governing the behavior of the residents.
  - 21.3. Clients shall be informed of any house policies upon admission to the residence.
  - 21.4. House policies shall be posted and such policies shall be in conformity with this section.
  - 21.5. House policies shall be periodically reviewed for compliance with this section in connection with quality assurance site visits.
  - 21.6. Notwithstanding Section 21.1.4.3 above, contractors may develop policies and procedures that allow searches for alcohol and illicit drugs be conducted:
    - 21.6.1. Upon the client's admission to the program; and
    - 21.6.2. If probable cause exists, including such proof as:
      - 21.6.2.1. A positive test showing presence of alcohol or illegal drugs; or
      - 21.6.2.2. Showing physical signs of intoxication or withdrawal.



43.5

State of New Hampshire  
Department of Health and Human Services  
Amendment #2 to the  
Substance Use Disorder Treatment and Recovery Support Services Contract

This 2<sup>nd</sup> Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment 2") dated this 15<sup>th</sup> day of May, 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and HALO Educational Systems (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 44 Roberts Road, Canaan, NH, 03741.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on March 23, 2016 (Item #6), and amended by an agreement (Amendment #1 to the Contract) approved on June 29, 2016 (Item #25) by Governor and Executive Council, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18, and Exhibit C-1 Paragraph 3, the Department reserves the right to renew the Contract for up to two additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council; and

WHEREAS, the parties agree to extend the completion date of the agreement by three (3) months, and increase the price limitation.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

1. General Provisions (Form P-37), Block 1.6, to add Account Numbers:  
05-095-092-920510-33820000-102-500734  
05-095-092-920510-33840000-102-500734
2. General Provisions (Form P-37), Block 1.7, to read September 30, 2017.
3. General Provisions (Form P-37), Block 1.8, to increase Price Limitation to read: \$689,200.
4. General Provisions (Form P-37), Block 1.9, to read Jonathan V. Gallo, Esq., Interim Director of Contracts and Procurement.
5. General Provisions (Form P-37), Block 1.10 to read 603-271-9246.
6. Add to Exhibit A, Section 1.3 to read:
  - 1.3 Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennium.



**New Hampshire Department of Health and Human Services**  
**Substance Use Disorder Treatment and Recovery Support Services**

7. Delete Enhanced Services in Exhibit B-1 Amendment #1 Service and Fee Table as follows

<b>Service</b>	<b>Contract Rate (Maximum Allowed Charge)</b>	<b>Unit</b>	<b>Service Limit</b>
Enhanced Services	Cost Reimbursement	Cost Reimbursement	Up to \$350, and according to Section 6 of Exhibit B. This amount is inclusive of the amount in the Box 1.8 of the P-37.

And replace with the following:

<b>Service</b>	<b>Contract Rate (Maximum Allowed Charge)</b>	<b>Unit</b>	<b>Service Limit</b>
Enhanced Services	Cost Reimbursement	Cost Reimbursement	Up to \$420 and according to Section 6 of Exhibit B. This amount is inclusive of the amount in the Box 1.8 of the P-37.





New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

5/25/17  
Date

[Signature]  
Katja S. Fox  
Director

HALO Educational Systems

5-19-17  
Date

[Signature]  
Name: Elera Van Zandt  
Title: Managing Director

Acknowledgement of Contractor's signature:

State of NH, County of DRAFTS on 5/19/17, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

[Signature]  
Signature of Notary Public or Justice of the Peace

Louise A. Stark, Notary  
Name and Title of Notary or Justice of the Peace

My Commission Expires: 4/8/2020





New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6/5/17  
Date

[Signature]  
Name: John J. Conforti  
Title: Assistant Attorney General

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

# State of New Hampshire Department of State

## CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that H.A.L.O. Educational Systems, LLC is a New Hampshire limited liability company formed on December 28, 2009. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law; and that a certificate of cancellation has not been filed.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 2<sup>nd</sup> day of June, A.D. 2016

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

## Business Information

### Business Details

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Business Name: H.A.L.O. EDUCATIONAL SYSTEMS, LLC	Business ID: 624068
Business Type: Domestic Limited Liability Company	Business Status: Good Standing
Management Style: Manager Managed	
Business Creation Date: 12/28/2009	Name in State of Not Available Formation:
Date of Formation in Jurisdiction: 12/28/2009	
Principal Office Address: 44 Roberts Road, Canaan, NH, 03741, USA	Mailing Address: NONE
Citizenship / State of Formation: Domestic/New Hampshire	
	Last Annual Report Year: 2017
	Next Report Year: 2018
Duration: Perpetual	
Business Email: ElenaVanZandt@haloeducationalsystems.com	Phone #: 603-359-3321
Notification Email: NONE	Fiscal Year End Date: NONE

---

## Principal Purpose

---

S.No	NAICS Code	NAICS Subcode
1	Educational Services	All Other Miscellaneous Schools and Instruction
2	OTHER / leadership development, training, consulting and counseling in the educational sectors	

Page 1 of 1, records 1 to 2 of 2

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## Registered Agent Information

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Name: Van Zandt, Elena M S

Registered Office Address: 44 Roberts Road, Canaan, NH, 03741, USA

Registered Mailing Address: Not Available

---

## Trade Name Information

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Business Name	Business ID	Business Status
Helping All Learn Options (/online/BusinessInquire/TradeNameInformation?businessID=438045)	624990	Active

---

## Trade Name Owned By

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Name	Title	Address
<a href="#">Filing History</a>	<a href="#">Address History</a>	<a href="#">View All Other Addresses</a>
	<a href="#">Shares</a>	<a href="#">Name History</a>
	<a href="#">Return to Search</a>	<a href="#">Back</a>

NH Department of State, Corporation Division, State House Annex, 3rd Floor Room 317, 25 Capitol St, Concord, NH 03301 Email: [corporate@sos.nh.gov](mailto:corporate@sos.nh.gov) (<mailto:corporate%40sos.nh.gov>)

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# CERTIFICATE OF VOTE

I, Gerald Mark Coates, do hereby certify that:  
(Name of the elected Officer of the Agency; cannot be contract signatory.)

1. I am a duly elected Officer of HALO Educational Systems.  
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on 05/19/17:

**RESOLVED:** That the Managing Director.  
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 19 day of May, 2017.  
(Date Contract Signed)

4. Elena Va. Zandt is the duly elected Managing Director.  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Gerald Mark Coates  
(Signature of the Elected Officer)

STATE OF NH

County of Grafton

The forgoing instrument was acknowledged before me this 22<sup>nd</sup> day of May, 2017.

By Gerald M. Coates  
(Elected Officer of the Agency)



Louise A. Stark  
(Notary Public/Judge of the Peace)

Commission Expires: 4/8/2020



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/31/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> The Van Wagner Group A Division of SterlingRisk P.O. Box 9017 Woodbury, New York 11797		<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 800-735-1588      FAX (A/C, No): 888-290-0302 E-MAIL ADDRESS: insurance@vanwagnergroup.com PRODUCER CUSTOMER ID #: 378559	
<b>INSURED</b> EVan602 Halo Educational System LLC 44 Roberts Road Canaan, NH 03741		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A : Great American Insurance Company      NAIC # 16691 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	

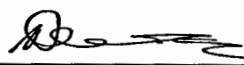
**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			GLP 501-50-69-00	8/27/2016	8/27/2017	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	Y				MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 3,000,000
							PRODUCTS - COMPOP AGG	\$ 3,000,000
								\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS							\$
	<input type="checkbox"/> NON-OWNED AUTOS							\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
	DEDUCTIBLE							\$
	RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
A	Professional Liability	Y	Y	GLP 501-50-69-00	8/27/2016	8/27/2017	Each Incident	\$ 1,000,000
							Aggregate	\$ 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate Holder is included as Additional Insured as required by written contract with respects to services provided by Named Insured.

<b>CERTIFICATE HOLDER</b> State of New Hampshire, Department of Health and Human Services 129 Pleasant Street Concord, NH 03301	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/22/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Kinney Pike/Hartford The Junction Market Place 1011 North Main Street White River Junction, VT 05001 Sandra D. Delisle	<b>CONTACT NAME:</b> Sandra D. Delisie <b>PHONE (A/C, No, Ext):</b> 802-295-3329 <b>FAX (A/C, No):</b> 802-296-6126 <b>E-MAIL ADDRESS:</b> sdelisie@kinneypike.com																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A :</td> <td>Riverport Insurance Company</td> <td>36684</td> </tr> <tr> <td>INSURER B :</td> <td></td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	Riverport Insurance Company	36684	INSURER B :			INSURER C :			INSURER D :			INSURER E :			INSURER F :	
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INSURER D :																					
INSURER E :																					
INSURER F :																					
<b>INSURED</b> Halo Educational Systems LLC Elena Vanzant 44 Roberts Road Canaan, NH 03741																					

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N    Y    N/A			NHARP300988	03/01/2017	03/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$    500,000 E.L. DISEASE - EA EMPLOYEE \$    500,000 E.L. DISEASE - POLICY LIMIT \$    500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
**Workers Compensation Statutory Coverage applies in NH. Elena Vanzant is an Excluded Officer.**

<b>CERTIFICATE HOLDER</b>  DHHSSNH  Department of Health & Human Services, State of NH 129 Pleasant Street Concord, NH 03301	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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## **Mission**

*“Our Mission is to  
Strengthen the  
quality of life and  
functioning in  
individuals, families,  
teams and  
organizations  
by gaining  
sustainability and  
effectiveness.”*

# Halo Educational Systems Helping All Le

## PROFIT AND LOSS YTD COMPARISON

January - December 2016

	TOTAL	
	JAN - DEC 2016	JAN - DEC 2016 (YTD)
<b>INCOME</b>		
Sales	32,619.63	32,619.63
Sales of Product Income	23,367.07	23,367.07
Unapplied Cash Payment Income	0.00	0.00
Uncategorized Income	1,350.00	1,350.00
<b>Total Income</b>	<b>\$57,336.70</b>	<b>\$57,336.70</b>
<b>COST OF GOODS SOLD</b>		
Cost of labor - COS	-2,700.00	-2,700.00
Subcontractors - COS	10,633.76	10,633.76
<b>Total Cost of Goods Sold</b>	<b>\$7,933.76</b>	<b>\$7,933.76</b>
<b>GROSS PROFIT</b>	<b>\$49,402.94</b>	<b>\$49,402.94</b>
<b>EXPENSES</b>		
Advertising	197.62	197.62
Certificates	180.00	180.00
Charitable Contributions	130.00	130.00
Dues & Subscriptions	220.00	220.00
Education	90.00	90.00
Equipment Rental	300.00	300.00
Furniture	57.11	57.11
Interest Expense	39.39	39.39
Job Materials	179.84	179.84
Legal & Professional Fees	25.00	25.00
License Renewal	75.00	75.00
Meals and Entertainment	37.42	37.42
Office Expenses	375.08	375.08
Office/General Administrative Expenses	2,428.94	2,428.94
Other General and Admin Expenses	189.00	189.00
Payroll Expenses	2,907.00	2,907.00
Taxes	2,346.15	2,346.15
Wages	22,509.00	22,509.00
<b>Total Payroll Expenses</b>	<b>27,762.15</b>	<b>27,762.15</b>
Postage	147.53	147.53
Rent or Lease	2,300.00	2,300.00
Repair & Maintenance	169.39	169.39
Stationery & Printing	79.90	79.90
Supplies	775.11	775.11
Transportation	1,079.25	1,079.25
Travel	195.31	195.31
Uncategorized Expense	8,074.89	8,074.89
Utilities		
Electric Utlity	936.73	936.73
FairPoint	299.81	299.81

	TOTAL	
	JAN - DEC 2016	JAN - DEC 2016 (YTD)
HEAT	260.00	260.00
Internet Cable	504.04	504.04
<b>Total Utilities</b>	<b>2,000.58</b>	<b>2,000.58</b>
<b>Total Expenses</b>	<b>\$47,108.51</b>	<b>\$47,108.51</b>
NET OPERATING INCOME	<b>\$2,294.43</b>	<b>\$2,294.43</b>
OTHER EXPENSES		
Reconciliation Discrepancies	-1,303.88	-1,303.88
Return on Capital (ROC)	4,200.00	4,200.00
<b>Total Other Expenses</b>	<b>\$2,896.12</b>	<b>\$2,896.12</b>
NET OTHER INCOME	<b>\$ -2,896.12</b>	<b>\$ -2,896.12</b>
NET INCOME	<b>\$ -601.69</b>	<b>\$ -601.69</b>

# H.A.L.O. Educational Systems, LLC

May 10, 2017

Contracts & Procurement  
DHHS, State of NH  
129 Pleasant St.  
Concord, NH 03301

**RE: HALO Educational Systems  
RFP- 2018-BDAS-01-SUBST**

Dear Ms. Catherine A. Cormier;

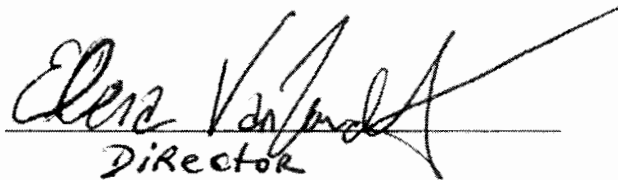
As an organization with very limited financial resources, we are not required by state or federal statute to obtain a certificate of audit. Thereby we are electing not to obtain such certificate of audit. We are including our uncertified financial statements and certify that the financial statements are correct in all material respects.

HALO also has AccounTaxUSA, Twin State Business Services, Ryan Wall , 50A Main Street, West Lebanon, NH 03784 help guide our financial process.

As Managing Director, I am signing that under penalty of unsworn falsification our financial statements are correct.

If you should have any questions please do not hesitate to call 603-359-3321

Respectfully Submitted,



*Elena VanZandt*  
Director

Elena VanZandt; MEd, MLADC, CPS  
Director HALO Educational Systems, LLC

HALO

**HALO BOARD OF DIRECTORS**

Currently operates independently under Managing Director; however, with supportive structure of former Principal Company KRI, INC.

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Michael Krause	Leadership Council Voting Member	In Kind Services	0	
Heidi Passalaqua	Leadership Council Voting Member	In Kind Services	0	
Elena VanZandt	Managing Director		2 % of price limitation	12,000.00
Mark Coates	Leadership Council Advisory Board Member	In Kind Services	0	

**KEY PROGRAM PERSONNEL**

Name	Job Title
Courtney Vorachak	CRSW
Elena VanZandt	MLADC
Janet Sullivan	LADC
Erica Burnham	Training CRSW & LADC
Donlon Wade	LADC
Sandy Burke	LCMHC, MLADC



**Heidi M. S. Passalacqua BSN, RN**

**Objective** To utilize my practice of Reiki in combination with my medical knowledge to combat trauma and addictions

**Skills**

**Management Experience**

- Supervise, assess and implement the care of infants ranging in gestational age from 24 to 42 weeks with various medical and surgical conditions
- Supervise, assess and implement care of adult age through end of life while in home and long term care setting
- On call nurse handling staffing issues, troubleshooting, admitting new patients and case management; utilizing customer service skills in family centered approach
- Function as a team leader in home health agency supervising Registered nurses, Licensed Practical Nurses and Home Health Aides with 120-140 patient load while carrying my own caseload
- Function as chair of hayride committee with responsibility to plan, implement and assess a four day event in October with 270 plus volunteers of ages 5-70.
- Responsible for providing and supervising direct and indirect total nursing care to an assigned group of patients by utilizing the nursing process through a team approach
- Management and supervision of staff in small breeding farm, handling budget, breeding, training and showing. (Also instruction provided to all ages in all aspects of managing horse farm).
- Collaborate with physicians, equipment companies, and community services such as Department of Health, WIC, Family Educator, Head Start, Family Infant Toddler, Community Action, PATH, and other services in provision of care
- Property management for three apartments, two houses and seven condominiums.
- Function as vice president for collegiate fan based Blue Line Club, as well as events director for Blue Line Club at Norwich University
- Function as public member for gubernatorial appointed Board of Architecture charged with regulating state of Vermont licensed Architects.
- Responsible for assessments on an ongoing basis through Centers for Medicaid and Medicare as a Certified Resident Assessment Coordinator for a 50 bed private long-term care facility.

**Training Experience**

- Provide instruction on nutrition and newborn care to family members
- Instruct and provide educational information regarding various neonatal disease processes, treatment modalities as well as Well Child Care
- Instruct all age and educational level groups in community CPR, babysitting, coaching and sports safety through the American Red Cross
- Instruct and support families in home care regarding disease process, primary care through end of life.
- Sports injury prevention, how to recognize; how to prevent first aid. SCAT 2 administration of concussion testing for high school
- School nurse certified for preschool to twelfth grade
- Level 1 practitioner of Reiki and mindfulness relaxation healing approach

**Organizational experience**

- Organize and implement fundraising events for area youth utilizing help from 276-300 local volunteers
- Assisted in writing initial grant from Department of Justice for Drug Free Communities and wrote sub grant to be awarded funding for local substance free activities for Central Vermont Youth for four years in a row
- Assisted in obtaining a rural development grant for AED for first responders in Northfield
- Obtained support in purchasing AED for Norwich Security
- Served on "weight room Committee", member at Norwich University charged with updating equipment, and making recommendations to Board of Trustees at Norwich University
- Organize and implement parade float for Soccer Club, as well as 25<sup>th</sup> celebration of youth soccer
- Organize alumni soccer players from Northfield for 30<sup>th</sup> anniversary campaign for implementing new player benches, soccer game and dinner
- Organize and conduct home visits on prenatal and postpartum women focusing on growth and development, nutrition and counseling
- Perform independently as high tech nurse in home setting with ventilators, suction, monitors and tubs
- Perform neonatal physical assessments, formulate nursing diagnosis and individual care plans
- Perform duties as iv nurse for in home therapies, peripheral line insertion and blood drawings
- Perform screenings for vision, hearing, scoliosis, blood pressure, health and nutrition, for adolescents. Perform cardiac risk screenings for women
- Provide psychosocial support to infants their families and elder population
- Perform survey research and collate data and report to local school board on implementing full day kindergarten
- Organize and implement events such as an auction, and post game events for Norwich University as volunteer
- Awarded good citizenship award from Norwich blue line club as well as volunteer of the year 2005
- Refer and collaborate with families with children of life threatening illness with make a wish Vermont

**Experience**

2016-present	Central Vermont Medical Center	Berlin, VT
2010-2016	Mayo Rehabilitation and Continuing Care	Northfield, VT
1996-2010	Visiting Nurse Alliance of Vermont & New Hampshire	Lebanon, NH
1993-1996	Kettering Medical Center Home Care	Kettering, OH
1992-1993	Visiting Nurse Alliance of Vermont & New Hampshire	Randolph, VT
1991-1992	Professional Nurses Service, Inc.	Burlington, VT
1990-1991	Rhode Island Hospital	Providence, RI

<b>Education</b>	1986-1990	University of Vermont; BS, Nursing	Burlington, VT
	1990	Registered Nurse Board; Licensed	Providence, RI

- Professional & Civic Interests**
- \* American Red Cross Volunteer
  - \* Instructor Community CPR, First Aid, Sports safety and Babysitting
  - \*Northfield Dynamos Soccer Club, Coach; secretary, President of Board of Directors
  - \*Northfield Youth Center, member of the Board of Directors
  - \*Norwich University, member of the Alden Partridge Society, Lifetime level giver
  - \*Town of Northfield Recreation committee secretary
  - \* Booster Club Board of Directors
  - \*Representative for VNA directors of Maternal Child health Vermont Assembly of Home

- Health Agencies**
- \*Norwich University Blue Line Club board of director; past vice president; events director
  - \*University of Vermont Green Mountain Circle level giver
  - \*Gubernatorial appointed member Board of Architects State of Vermont
  - \*VT campus compact engaged community partner award recipient
  - \*Member and supporter MGAA of Norwich University
  - \*State diploma certificate national Soccer Coaches Association of America coach
  - \*member Vermont Grape and Wine Council

**Interests**

Family, soccer, writing, grape growing, coaching, horses, traveling, education, service, Fundraising, author



## **Resume of Dr. Michael Krause**

**Michael D. Krause, Ph.D**

Dr. Michael Krause is soldier, leader, educator and trainer.

In his recent capacity as dean of Valley Forge Military College, he instituted a Leadership Development program for the entire College. The program consisted three interactive forums: College Formations held monthly with the entire cadet corps and staff and faculty; Senior Leadership Forum conducted quarterly with invited Senior Leaders from government, military and private industry to discuss integrity and character building issues; and, Leadership Staff Rides to Gettysburg and Valley Forge battlefields and encampments; all to utilize the past, guide understanding of the present and create vision for future leaders by on site application of decision making under stress. The action mantra was: To build leaders of character for the future.

At the National War College and Industrial College of the Armed Forces in Washington, DC, Professor Krause taught the Art of War and Commanders and Campaigns for future senior leaders. He integrated use of such applicatory techniques as simulation, staff rides and practicum to improve understanding of leadership traits. Each medium held to requirements for decision making from leaders of the past, for leaders of the present and future. Both Colleges are still using these programs today.

In industry Dr. Krause innovated the use of experiential based education and training using simulation technology for leaders in the energy and power generation fields. Working with industry leaders he formulated university based development programs using simulation based education and training for mid-level managers and leaders. In partnership with industry, he established "education through simulation" centers at various academic institutions; notably the Emirates Simulation Academy, Higher Colleges of Technology, Abu Dhabi, UAE; Strathclyde University, Glasgow Scotland, UK; and Georgia Institute of Technology, Atlanta, GA. These centers assist in educating engineers to fully comprehend the requirements of each team member's sector of responsibility.

Acting as an agent for change for the Defense Department, Dr. Krause organized a series of leadership programs – dubbed "Wise Person" seminars. This three-day senior leader development program brought together leaders of industry, government and the military focused upon specific issues. Normally these seminars were conducted at the Army's Center for Strategic Leadership, Carlisle Barracks, PA. Additionally, Dr. Krause conducted a series of leader development seminars for the Department of the Army major commands. These leadership seminars focused upon the conduct of recent joint operations. He instituted a "whole-of-government" organizational approach to deal with a crisis environment. He developed a leader's framework for utilization by participants to aid their understanding of crisis decision-making in recent past humanitarian or military crisis.

For the last thirty years, Dr. Krause taught at every level from undergraduate school to graduate level. At the United States Military Academy, West Point, NY, he mentored and counseled cadets for over four years. As teacher in civilian universities, University of Kentucky, at Fort Knox; University of Maryland, at Frankfurt, Germany; Saigon, Vietnam; and, Chapman College, Fort Ord, CA; he individually counseled and mentored students; at graduate level he advised, mentored and taught senior level students at the National War College, Washington, DC; the Naval War College Continuing Education Program, Newport, RI; and the American Military University; in all institution he continued to advise, educate and mentor students.

In military service, then Colonel Krause instituted leadership mentoring and counseling programs for members of his various commands. In Germany this included leadership responsibilities for military communities that included over 22 military units with a 5,000 civilian dependent population. Inherently, community leadership development in security, safety, maintenance, sports and community action programs were paramount. He innovated leadership programs that sought to increase prevention of alcohol and drug abuse to save community members' and soldiers' lives. He institutionalized programs, which improved unit cohesion and morale of the military community. In Colonel Krause's command, leadership programs were instituted through integrated physical, psychological and professional programs. These programs included physical training and preparation, professional development subject at all levels; and emotional and psychological preparation for higher-level leadership responsibilities. All programs focused on increased readiness for combat.

#### ***EDUCATION***

B.A. (History), Norwich University, Northfield, Vermont (1964)

M.A. (Modern European History), Georgetown University, Washington, D.C. (1966)

Ph.D. (Modern European History), Georgetown University, Washington, D.C. (1968)

Diploma, U.S. Army Command and General Staff College, Fort Leavenworth, Kansas (1978)

Diploma, National War College, Fort Lesley J. McNair, Washington, D.C. (1985).

#### ***Service schools:***

Armor Officer Basic Course, Fort Knox, Kentucky (1967); Supply Officers

Management Course, Fort Lee, Virginia (1968); Military Advisor Training Advisor

Course, Fort Bragg, North Carolina (1968); Vietnamese Language Training Course,

Fort Bliss, Texas (1968); Ordnance Advanced Course, Aberdeen Proving Ground,

Maryland (1970); Defense Language Institute, Monterey, California (1974); and National

Security Management Course, National Defense University, Washington, D.C. (1978).

#### ***Experience:***

Dean of Valley Forge Military College, Wayne, PA, (July 2008 – June 2009)  
Professor of Strategy and Military History, National War College, Fort Lesley J. McNair,  
Washington, D.C. (1986-90);  
Instructor and Assistant Professor, Department of History, U.S. Military Academy, West  
Point, New York (1970-74)

***Adjunct teaching:***

University of Kentucky, Louisville, Kentucky (1967-68); University of Maryland (Far East  
Division), Saigon, Republic of Vietnam (1969); Chapman College, Fort Ord, California  
(1975-77); University of Maryland (European Division), Frankfurt, Federal Republic of  
Germany (1982-84); Naval War College, Newport, Rhode Island(1992-95); and  
American Military University, Herndon, Virginia (1992-96); normally adjunct professor.

Politico-Military Officer, Joint Staff, Pentagon, Washington, DC 1978-81

- Conducted political military simulations – wrote the scenario for the National Security Council and executive department wide simulation for major war conducted by the joint staff and other, to innovative an integrated use of all the instruments of power – including the military.
- Interviewed cabinet level officials, ambassadors, combatant commanders and leading thinkers and activators, as well as industry leaders.
- Conducted special missions, as directed.

***Assistant Professor of History***, United States Military Academy, West Point, NY  
1970-1974

- Taught European, diplomatic and military history to cadets who are now in positions of leadership.
- Mentored cadets toward leadership roles

***Professor of Strategy and Military History***, National War College, National Defense  
University, Washington, DC 1985-1989

- Served in various positions to enhance leadership development, training and decision-making.
- As professor of strategy and policy at the National War College and Industrial College of the Armed Forces, developed a series of leadership decision exercises for officers and civilians attending the College. One course concentrated on commanders and campaigns. Used historical case studies to concentrate on the leadership factors required to make decisions. Another innovative leadership development method was the use of a staff ride

methodology for leader decision-making. Used the historic battlefield of Gettysburg – among others – to inculcate leadership requirements for critical decision-making. Another methodology used an end of course *practicum* on leadership decision-making methodology for the entire University – both the National and Industrial Colleges' – student body.

- Taught the Art of War, Strategy and Policy, Commanders and Campaigns, Operational Art and conducted campaign staff rides, including Normandy, Jena Auerstadt, Chancellorsville, Antietam and Gettysburg. Institutionalized the "Gettysburg Campaign Staff Ride" for both the National War College and the Industrial College of the Armed Forces: It is still in use today. Wrote a manuscript entitled "Military Thinkers and Planners before the First World War: A study in transformational change." Innovated the concept of operational leadership and direction. Published a number of works *On Operational Art* published by the Center of Military History.
- Utilized exercises and simulations to constitute war games – either historically or futuristically based – using a framework of analysis based on operational direction.
- Mentored and coached student who are now in highest positions of leadership responsibility.

#### **As President KRI from 9/92 to present**

- Wrote "Revolutionizing Military Logistics" White Paper. Spoke at most major logistics forum conducted by the military establishment during this critical period of change.
- Was accepted by the Army Science Board as member and chair for major studies.
- Lectured at the Combined Arms Support Center, Ft. Lee, VA. These seminars were conducted in a TV studio for educational broadcast by the US Army Management College.
- Conducted battlefield staff rides for government, military and civilian agencies. Designed a learning framework to prepare experience, understand, and learn from an on-site assessment survey of major American and international battlefields. Within the Washington, DC area the American Civil War -- Gettysburg Campaign -- served as the centerpiece for understanding the experience of leaders' decision-making and motivation. Technological, organizational and leadership capability were highlighted. After action reviews – what happened – what was supposed to occur and what could be learned from the experience – were conducted.

- Conducted a series of operational campaign analysis of recent historical events, including the Panama operation, Mogadishu, Rwanda, first Gulf war, Hurricane Andrew and other recent commitment of US and Allied military forces for government agencies. These series of analytic seminars were chaired by the operational military and civilian (ambassadorial) commanders – usually at four/three star and civilian equivalent level - Constructed a framework of analysis and requested seminar participants to present specific elements of this framework. A number of these theater campaign analyses were published.
- Lectured on strategy and policy with Admiral Stansfield Turner for the University of Maryland, School of Business, College Park, MD; and the Naval War College Continuing Education Program at Patuxent River, Maryland, National Security Agency, Ft. Meade, MD; Navy Yard Washington, DC and the Pentagon; and the American Military College.
- Pioneered experiential leader development for government agencies and private industry through the use of battlefield staff rides and simulation technology.
- Conducted forums for change: Launched a series of senior seminars, sponsored by the Army logistics community, intent on adopting "revolutionary" approaches from industry. Brought C-level industry and senior – lieutenant general, general and civilian assistant, deputy and secretary – level from the active and retired military and civilian community and conducted these seminars primarily at the Army War College at the Center for Strategic Leadership, Carlisle Barracks, Pennsylvania. These seminars – dubbed "Wise Person Seminars" were held for a period of three years and resulted in the verification of transformational – revolutionary – change. Total asset visibility, in transit visibility, radio-frequency tags, data base visibility, communication linkage all became accepted standards for the movement of logistics in an expeditionary military force.

**As Senior Educational Advisor, GSE Systems, Inc. From: 8/05 to 6/08**

Responsible for ensuring business development of simulation education centers for selected power and energy industries in partnership with selected institution of higher learning

- Developed the concept of experiential based learning: "Education through simulation" to differentiate the GSE, Systems business line
- Pioneered the opportunity to build the Emirates Simulation Academy with industry partners – Al Qudra Holding, the Center of Excellence for Research and Technology, and the Higher Colleges of Technology, Abu Dhabi, United Arab Emirates, which resulted in an \$18 million contract

- Opened similar simulation learning centers at Strathclyde University, Glasgow, Scotland; and Global Learning Center, Georgia Institute of Technology, Atlanta, Georgia
- Expanded the simulation learning center concept to other areas including openings in Baku, Azerbaijan

## **Experience – Leadership Coaching**

The resume, military service, academic and leadership experience of Michael Krause, Ph.D, president of KRI; Inc., are further detailed below:

*In his capacity as strategic planner, Dr. Krause coached and advised numerous leaders in several different forums.*

*As part of an integrated military and civilian planning team, he formulated the plans for the training of Haitian police officers and the restoration of the ministry of justice. During the implementation phase of this plan, Dr. Krause coached the military leaders with emphasis on civil actions required.*

*As part of the implementation of changed internal security procedures after 9/11, Dr. Krause coached the leadership of large corporations on the need for responsive communications, leadership by example and proactive agenda setting.*

*In the initiation of a strategic plan for a major corporation, Dr. Krause advised the leadership on implementation timing and sequencing of the plan. Further he advised leaders to formulate and act upon progress reports and the need for flexibility as well as synchronization of actions.*

*In his capacity as educational advisor for one company, he coached leaders on the impact of experiential based learning and how it effected their simulation product.*

*Both as teacher and dean, Dr. Krause coached staff and faculty as well as students. Since there was no designated cadet female advisor, Dean Krause, selected the associate Dean to assist and coach female cadets at Valley Forge Military College and assisted her in the performance of this coaching role.*

## **Listing of Dr. Krause's Inter-agency Participation**

1. 1988 Vienna, Austria and Soviet National Security Advisor. Subsequent debrief with intelligence agencies, Joint Staff, National War College, Army etc.
2. 1980 JCS European fact finding mission; National Security mission to alert leaders to impending sensitive operation
3. 2003 Private emissary to Turkey Mission: Travel to Turkey to meet with military leaders, [J-2, J-3 Special Ops]; business leader, especially construction and transport; academic military schools 2003; brief-back to Central Command Commander
4. 1990 Commemoration of Gallipoli 1915 [Chanakkale], talk with Turkish military and political leaders
5. 1994/ Haiti Invasion planning for police security training; strategic planning for Department of Justice, FBI, Department of State and JCS
6. 1990/1/2 Desert Shield/Storm strategic planning, execution and return; land sea, air logistics
7. 2010 House Appropriations Committee fact finding – all services and Central Command AOR; sensitive
8. 1989 JCS mission to Poland; start historic military to military talks
9. 1979 JCS Plan and conduct *Olympiad* political and military war game– all executive department participation with National Security Advisor, and cabinet level officials
10. 1985-89 Afghanistan fighters de-brief exchange at National War College
11. 1988 – Capstone campaign planning exercise against the “soft under belly” of the Soviet Union at National Defense University
12. 2006 Homeland Security- FEMA Exercise on US infrastructure vulnerability, sensitive
13. 1980 Berlin, JCS; German Grenzschutz L-9; Israel, UK M-6; Terrorism Exercise
14. 1991 Simulation of “73 Easting” IDA, Army, French AMC and Ecole Supérieur de la Guerre
15. 1992- 2004 Army Science Board (ASB) – fact finding Boeing “Phantom” Lockheed Martin “Skunk Works”; Fast Ship Atlantic; “How to get to the fight faster”
16. 1999 - ASB Unmanned Aircraft Vehicles – Armed to fly and fight in Kosovo
17. 2003-2008 Lead participant in multiple international agencies, academic institutions and power generation companies to use simulation technology for power generation companies, nuclear, single and conventional combined cycle, desalinization, oil drilling and refinery simulators; formed the UAE Emirates Simulation Academy; “Education & Training through Simulation”

## Donlon N. Wade, BA, LADC

### Achievements and Abilities

Recognized authority with over forty years experience in alcohol and drug abuse prevention, education, and counseling. In 1970 helped create, and over the years develop, Headrest, a 24-hour crisis hotline, shelter, and alcohol and drug treatment and prevention program. Director of Headrest Alcohol and Drug Abuse Prevention (HADAP) program. Thirty-two years' experience facilitating groups for men who batter.

#### **Administration**

- Supervised Headrest's Alcohol and Drug Abuse Prevention services and staff.
- Planned annual budget for HADAP programs and contact for all New Hampshire Division of Alcohol and Drug Abuse (NH DADAPAR) proposals.
- Compiled statistics for reports regarding staff and clients, organized outreach and fundraising
- Facilitated staff and policy meetings, attended state agency meetings.

#### **Alcohol and Drug Crisis Intervention**

- Overall responsibility for Headrest Alcohol and Drug Crisis Intervention Services.
- Screened, evaluated, admitted, counseled and referred clients appropriately.
- Maintained client records for agency and NH DADAPAR.
- Provided support and training for certified EMTs to conduct medical screening assessments.

#### **Substance Abuse Counseling**

- Responsible for screening and assessment of clients to determine appropriate treatment plans.
- Individual and group counseling.
- Monitored and assisted clients in progressing toward treatment plan goals.
- Made appropriate outside referrals and assisted with placement based on client need.
- Maintained and completed client records and forms.
- Supervised continuing education and training for staff.
- Co-facilitated group for men who batter.

#### **Experience in Educational Settings**

- Classroom presentations and workshops on alcohol, tobacco, drug and anger management in all Upper Valley middle and high schools, Dartmouth Medical School, Dartmouth-Hitchcock School of Nursing, Lebanon Learning Center, Goddard College and Crossroads Academy.
- Fourteen years as Student Assistance Professional at Mascoma Valley Regional High School and Indian River Middle School dealing with drug and alcohol abuse and prevention, crisis and suicide assessments, anger management, assessment and referral, remedial sports, individual and group counseling



- Windsor County Regional Prevention Coordinator for Vermont Alcohol and Drug Abuse Division. Organized, facilitated and trained teachers, administrators and community members throughout the county around alcohol and drug abuse prevention issues.
- Summer staff member, New Hampshire Teen Institute (1999 – present).

### Employment Experience

2001 – present	<b>Student Assistance Professional at <i>Mascoma Valley Regional High School and Indian River Middle School</i></b>
2001 – present	<b>Private Practice Counselor, Consultant and Trainer.</b>
2001 – present	<b>Onsite Substance Abuse Counselor for Families &amp; Students, MVRHS.</b>
1999 – present	<b>Counseling Director, NH Teen Institute and Leadership In Prevention, weeklong program for teens, involving leadership and prevention training</b>
2004—present	<b>Support Group Young Adults in Recovery, Second Growth Foundation.</b>
2001 – 2002	<b>Tobacco Prevention Coordinator, Hartford School District.</b>
1971 – 2001	<b>Headrest, Inc., Lebanon, NH</b>
	Clinical Director                    1996 – 2001
	HADAP Coordinator                1981 – 2001
	Director of Development        1984 – 1988, 2000-2001
	Executive Director                1977 – 1984, 2000
	Co-Director                         1974 – 1977
	Substance Abuse Counselor    1972 – 2001
1978	<b>Regional Prevention Coordinator, Vermont Alcohol and Drug Abuse Division (ADAD), Windsor County.</b>
1978 – 1981	<b>Adjunct Instructor, Dartmouth Medical School.</b>
1975 – 1988	<b>Consultant, Vermont ADAD.</b>
1975	<b>Adjunct Instructor, Dartmouth-Hitchcock School of Nursing.</b>
1977	<b>Instructor, Goddard College Adult Education Program.</b>
1971 – 1977	<b>Resource Faculty, Lebanon Learning Center.</b>

### Education

**Earlham College, Richmond, Indiana, Bachelor of Arts, 1970.**

### Certifications

National Certified Alcohol and Drug Abuse Counselor (NCADAC),

Licensed Alcohol and Drug Counselor (LADC),

New Hampshire State Certified 1983, New Hampshire State Licensed 1999.

**Awards and Recognitions** President George Bush, 1000 Points of Light Award, August 1991, Jefferson Award, SelflessSupport of the Teen Institute and the Youth of New Hampshire, 2004, Grafton Star Grange, Community Citizenship, 2006.

# Erica J. Burnham

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## EXPERIENCE

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### After School Program Senior Counselor

Campton Parks and Recreation                      Campton, NH                      2012-Present

- Supervise and instruct children grades K-8
- Plan enrichment activities
- Delegate work to other counselors

### Camp Supervisor

Campton Parks and Recreation                      Campton, NH                      2012-Present

- Oversee staff
- Organize daily activities
- Supervise and instruct children grades K-8

### Tennis Coach

Plymouth Regional High School                      Plymouth, NH                      2014-2015

- Created daily practice routines for 20 girls
  - Directed and facilitated home matches

### Program Coordinator

Meredith Parks and Recreation                      Meredith, NH                      2010-2012

- Developed, implemented, and supervised various adult and youth programs
- Updated website, created program brochures and press releases
- Organized special events
- Directed Summer Camp
- Supervised staff
- Developed and implemented summer schedule

### Secretary

Meredith Parks and Recreation                      Meredith, NH                      2009-2010

- Created press releases as well as brochures and marketing material
- Updated online calendar daily
- Answered phones and assisted community members
- Processed and scheduled room rentals, meetings, and other events

### After School Director

Meredith Parks and Recreation                      Meredith, NH                      2008-2009

- Planned and implemented curriculum for grades 1-8
- Supervised staff and facilitated staff meetings

### Paraeducator

Plymouth Elementary School                      Plymouth, NH                      2007-2008

- Provided one on one supervision and guidance to a child with special needs in the resource room as well as in the mainstream classroom
- Provided supervision and instruction to several students in the special needs classroom

**Youth Activities Specialist**

Communities for Alcohol and Drug-free Youth      Plymouth, NH      2006-2008

- Coordinated and implemented curriculum for middle and high school groups-  
    "The Launch" and "LIFE" in the Newfound and Plymouth areas
- Organized and facilitated weekly group meetings
- Planned and supervised youth trips and activities
- Assisted in program event planning
- Created press releases and developed program marketing materials
- Assisted with administrative tasks

**EDUCATION AND RECOGNITIONS**

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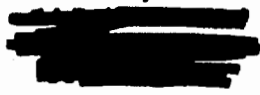
**Plymouth State University**

2007

Bachelor of Science Social Work, Child and Family Services focus

- Graduated Magna Cum Laude
- First Aid and CPR Certified

**Elena M. S. VanZandt, MEd, MLADC, CPS**  
**HALO Educational Systems-New England**



**PROFILE & QUALIFICATIONS**

Trained as an International Subject Matter Expert in Alcohol, Other Drugs, and Co-occurring Disorders, with a vast background in trauma work and a balanced side of Mindfulness Training. Practicing from the realm of (NLP) Neuro-Linguistic Programming and Motivational Enhancement extending principles of the Korem Profile system into clinical work with adolescents and families. Administration and interpreter of personality assessments.

1991	Bachelor:	Health Education	Plymouth State College
	Minor:	Psychology	
	Specialty:	Substance Abuse Counseling	
2003	Masters	Education / Counseling	Plymouth State College
		Certification School Counseling K -12	
2006	LADC	IC-RC License Alcohol Drug Abuse Counselor	NH State ATOD
2007	MLADC	IC-RC Advance License Alcohol Other Drug	International Certification & Reciprocity Consortium
2008	CPS	IC-RC Certified Prevention Specialist	International Certification & Reciprocity Consortium NH Prevention Board

**PROFESSIONAL PREPARATION**

- DRE- Drug Recognition Expert Trained
- Neurofeedback, Treating the Unstable Brain
- MBTI- Myers Briggs Type Indicator
- Institute of Brain Potential- Memory, Developing Positive Emotional Habits
- ABA Applied Behavioral Analysis
- MET/CBT Motivational Enhancement & Cognitive Behavioral Facilitator Trained
- Seeking Safety Curriculum Facilitator Trained– Trauma & Addiction
- American Red Cross AED, CPR Adult, Child Infant, First Aid, Babysitting, Life Guard, 1<sup>st</sup> responder- Instructor
- CPI- Crisis Prevention Intervention Response Trained
- DSM 5: Common Mental Health Disorders, Co-Occurring Diagnosis
- Team Harmony- Humility, Empathy, Persistence, Diligence, Integrity, Citizenship
- Scared Straight- Violence Prevention, Adult Facilitator
- Prime For Life- Substance Abuse Instructor Facilitator
- Guiding Good Choices Instructor Facilitator-Family
- F.A.S.T.E.R Instructor Facilitator - Family
- CYT- Cannabis Youth Treatment
- Comprehensive Program of Dealing With Change- Who Moved My Cheese- Trainer
- ADA-American Disability Act & 504 Special Education & Learning Disabilities Trained

## PROFESSIONAL EXPERIENCE

- Managing Director, (HALO) Helping All Learn Options- Canaan, NH 2009-Current
  - National Association of Government Contractors
  - NH State Board Prevention Specialists
- Director, (CCGS) *Catelena Consulting & Grant Services*, - Canaan, NH 2007-2009
  - Interim Executive Director, (NHTWR) NH Taskforce Women and Recovery- Manchester, NH
- Out Reach Director Headrest- *Lebanon, NH* 2005- May, 2009
  - (OP) Out Patient & (IOP) Intensive Out Patient Counselor VT/NH
- Counselor, / Youth & Family Advocacy , *Second Growth-Lebanon, Hanover, NH* 2003- 2006

## TEACHING/ CONSULTING

- (NSWDG) Naval Special Warfare Development Group (2010-2012) Courses uniquely designed; Communications, Geospatial Technology, Negotiations, Leadership. These course opportunities extended for the SOF community are college credit approved by Norwich University (NU). They are transferable into the Strategic Studies and Defense Analysis (SSDA) program. We also offer professional development courses sponsored by NU and receive CEU's. Norwich University is accredited by the New England Association of Schools and Colleges, Inc.
- Veterans Hospital, Friends of Veterans Organization (FOV) WRJ, VT (2008-2009) Agency & Technology Development, Board creation, Personnel & Program Policy Manual & Fundraising Events
- Town of Dorchester, NH; (2009) Historic Military Cemetery Reconnaissance Identification
- Town of Canaan, NH (2009) Emergency Management System (EMS)

### **Indicated Population Trainings:**

- (DHMC) Dartmouth Hitchcock Hospital, Lebanon, NH. *Momentum*, Weekly Working to Build Resiliency with High Risk Adolescent Girls
- First Baptist Church, Lebanon, NH. *Keeping it Simple*, Weekly Children of Alcoholic or Addictions Support
- South Western Community Services, Claremont, NH; Men's, Transitional, Women's and Family Homeless Shelter. *Co-Occurring Systems of Care*
- Turning Point, WRJ, VT. *Making Change*, Weekly Co-facilitator Youth committed or interested in recovery
- (SKY) Support *Children of Incarcerated Family Members*, Sullivan County Department of Corrections, Unity, NH
- Goffstown Women's Prison, NH
- Grafton County Court Probation & Parole, NH (IOP) Intensive Outpatient Treatment Program

**Facilitating Selected Population Trainings:**

- Building Community, Low-Income Housing Communities: Romano Circle Association, Pine Tree, Beechwood, West Lebanon, NH
- Grief Support Groups, EMS Northfield, VT
- Crisis Response Team Support, Claremont, NH
- Teen Pregnant and Parenting Teens, Hannah House, Lebanon, NH
- Operation Impact, Grafton County Corrections, Haverhill, NH

**Teaching Universal Student/Staff Trainings:**

- Bristol Elementary School, K-6 Bristol, VT
- Crossroads Academy, K-8, Lyme, NH
- Indian River Middle School, 5-8, Canaan, NH
- NH SAU # 23
- NH SAU #88
- NH SAU # 6

**PRESENTING**

- NH-FAPA Foster & Adoptive Parent Annual Conference PSU Plymouth, NH
- New Hampshire School Nurses Association (NHSNA) Spring Conference Bedford, NH
- (ReXark Inspirational Talks) [Original recording] [Audio CD] Available thru Amazon.com
- 17<sup>th</sup> Annual Bridging the Gap, AA and The Professional Community (AA Vermont AA Workshop Weekend)
- Mapping The Addiction Maze, Panel Guest, DHMC Community Health Improvement and Benefit Department (CHIB)
- Anne's Place Domestic Violence Shelter, WRJ, VT
- Family Place, Norwich, VT
- Upper Valley Business and Education Partnership, Hanover, NH
- Bradford Health Services- Bradford, VT
- Alice Peck Day Hospital, Parenting Lecture Series, Lebanon, NH

**CLINICAL PRACTICE**

- Dartmouth Hitchcock Hospital, Lebanon, NH
- Headrest Lebanon, NH
- Lakes Region General Hospital, Laconia, NH

**AFFILIATIONS**

- NH Prevention Certification Board Member
- Institute of Brain Potential Volunteer Planner
- NH Strategic Prevention Network (SPN) Framework Planning member
- NH Providers Association
- Substance Misuse Regional Network
- Mascoma Valley Prevention Network (MVPN)
- All Together Coalition Board Member
- New Futures & Access To Recovery (ATR)
- NH Alcohol & Drug abuse counselors association NHADACA

**Janet R. Sullivan, L.A.D.C.**

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**OBJECTIVE**

Licensed substance abuse counselor with clinical supervisory experience and excellent references seeks a position where outstanding service with proven results in all age groups is valued.

**QUALIFICATIONS**

<b>Family leave to care for elderly parents</b>	2005 – 2010
<b>Licensed Substance Abuse Counselor/Clinical Supervisor</b> Headrest (a non-profit social service agency) Lebanon, New Hampshire	1988 – 2005
<b>Private Practice</b>	1987 – 2005
<b>Substance Abuse Counselor</b> Seminole Point (inpatient facility) Sunapee, New Hampshire	1987 – 1988

**EDUCATION**

<b>BS in Behavioral Science degree pending: (2 courses remaining)</b> Granite State College	
<b>LNA (Licensed Nursing Assistant) Hartford Technical School</b>	2009
<b>Associate Degree in Human Services. Major in Alcoholism Counseling</b> New Hampshire Technical Institute Glen Brewster Award for top student in Human Services. Honors graduate.	1987

**Michael Davenport**  
Business Owner and Professional Fund Raiser  
603: 667-5840

*“Janet worked with me in a time of personal crises and my experience was nothing short of miraculous. She is an amazing woman—calming, but always very professional. She sees things in the most objective way possible, helps one become centered and then make decisions. She is great with people, and highly talented in her profession. She has my highest recommendation.”*  
—Michael Davenport

Janet R. Sullivan, L.A.D.C.

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

### REFERENCES

Ford Daley  
Teacher  
Hanover High School  
Hanover, New Hampshire  
603: 643-3431 Ext. 2132

[REDACTED]

*"Janet is terrific! A tremendous counselor; quite amazing. She really knows people and I give her my highest recommendation."*—Ford Daley

Donlon Wade  
Former Executive Director for Headrest  
Lebanon, New Hampshire

[REDACTED]

*"Janet and I co-facilitated a men's group for domestic violence issues for many years. I was also her supervisor and helped her get her license. Janet is very competent, a very good counselor, and I will be happy to serve as a reference."*—Donlon Wade

Robert Bryant  
Second Growth  
Hartford, Vermont  
802: 295-9800

[REDACTED]

*"Janet has been a friend for years and we were co-workers at Headrest. I also served as her supervisor at Second Growth. Janet is compassionate, clear, and has a good knowledge of her specialty. It will be a pleasure to give Janet an excellent recommendation."*—Robert Bryant



Sandy Burke, MA, MED, LCMHC, MLADC, ICAADC

**Professional Profile**

Senior clinician with a Master Degree in Counseling Psychology and fourteen plus years of substance abuse and mental health counseling primarily in New Hampshire in diverse settings. Have strong counseling an clinical background with adults, adolescents and families either individually and/or in a group format. Extensive experience with clinical assessments and counseling, case management, treatment planning integrating psycho-education; DBT/DBTS, Motivational Interviewing and Cognitive Behavioral approaches. Developed and maintained a private practice for addiction and mental health treatment.

**Licensures**

- *LCMHC* (The State of New Hampshire Board of Mental Health Practice) # 960
- *MLADC* (New Hampshire Board for Alcohol and Other Drug Use Professionals - Master Degree License Alcohol Drug Counselor) #0548
- *ICAADC* (The International Certification & Reciprocity Consortium – Internationally Certified Advanced Alcohol & Drug Counselor) #114104
- *CADC* (State of Vermont – Certified Alcohol Drug Counselor) #104454
- *LSATP* (Commonwealth of Virginia Department of Health Professionals - License Substance Abuse Treatment Provider) – Inactive Status #0718000235

**Education**

- 1997 MA Counseling Psychology, Antioch New England Graduate School, Keene, NH (specialization tract: addictions – trauma emphasis)
- 1995 MED Education, Antioch New England Graduate School, Keene, NH
- 1976 BA Recreation Administration/ Recreation, University of New Hampshire, Durham, NH
- 1973 AS Associates Degree: Recreation Leadership, Greenfield Community College, Greenfield, MA

**Specialized Trainings/Certifications**

- *DBT* (Dialectic Behavioral Therapy), *DBT Mindfulness* (10/25/96); *DBT Introduction* (12/10/98 and 12/11/98); *DBT Intensive, Part 1 and 2* (4/9/01-4/13/01 and 10/8/01 – 10/12/01); *DBTS Training* (9/18/08 and 9/19/08); *DBT and Eating Disorders/Trauma workshop* (9/8/12).
- *Clinical Supervision, Intensive Course* (8/22/05-8/25/05); attend ongoing trainings 2005-2014
- *Treatment Team Approaches, day trainings*, (2009 & 2010).
- *Motivational Interviewing* (MI), Intensive including intensives: (9/6/12 - 9/9/12; 7/21-22/14
- *DSM V* Trainings
- *Certified Trauma Therapist* (CTT) Spirit 2 Spirit (five (5) one week intensive modules).
- *EMDR*: Completed Basic Course #1, 2013
- *Somatic Experience* (SE) - Anticipated completion as practitioner, fall of 2016

**Professional Organizations/Development and Activities**

Member New Hampshire Mental Health Counselor Association - Current  
Member of National Drug and Alcohol Counselor's Association - Current  
Member of State of New Hampshire Drug and Alcohol Counselor's Association- Current  
Member of People to People Russia/Poland Ambassador Program - Addiction Professional Exchange of ideas and treatment approaches – 2008

**Presenter/Trainer**

*Codependency: Addictions in Healthcare and Impaired Health Care Professionals*, West Virginia University

*HIPPA/CRF 42, Part B: Cape Cod Symposium*, Cape Cod MA (2010, 2011)

*HIPAA/CFR Part B: National Guard Joint National Substance Abuse Prevention Annual Training*, San Antonio, TX

*Substance Abuse/Addiction: Community Problem, Community Solution*. Addiction Professionals Delegation to Russia and Poland, People to People Ambassador Program, Warsaw, Poland

*In house trainings/education* with colleagues; DBT/DBTS; Prochaska's Model of Change; Signs and Symptoms of Addiction (WCS, HCRS, ADI, Keystone Hall, Williamsburg Place, NH Technical School)

*Substance abuse, parenting and child/parent relationship recovery: Family Place*, Wilder, VT

**Employment History**

**L.O.O.K, (Life out of Kilter due to Substance Use?), Private Practice: Lebanon, NH.....2/07–current**

- *Objective:* Provide mental health and/or substance abuse/addiction intervention, education and treatment services for adolescents, adults, families through individual and small group format. Treatment modalities include EMDR, Somatic Experience (SE); Motivational Interviewing (MI), DBT/DBTS, Solution Focus, Cognitive Behavior, EMDR. Mental Health focus - trauma, anxiety/depression disorders, BPD and Addictions treatment and recovery. Developed and provided peer education/trainings.
- *Setting:* Sole Proprietorship – Private Practice- Out-patient. Contractual services with middle/high school programs. Referrals from Probation/Parole, Impaired Healthcare Provider Programs, NH Head Injury Association, National Guard, EAP, SAP (school settings) colleagues and self-referents.
- *Responsibilities:* Responsibilities included adhering to professional, state and federal statutes and regulations regarding private practice as a LCMHC and MLADC. Provide counseling services to clients and adhere to State, Federal and Professional guidelines and confidentiality laws; participated in monthly peer supervision. Fee for service, sliding scale fee available.

**The Refuge, A Healing Place, Ocklawaha and Ocala, FL.....3/12–2/13**  
Trauma and Addiction Therapist serving those who suffer from trauma, addictions and other mental illnesses.

- *Objective:* Completion of supervision hours for Mental Health Licensure and expand specialization as a trauma resolution and mental health/ addiction therapist; enhance experience with treatment models i.e. experiential/processing/empowerment/client centered treatment models; intensive family program component (intensive psych-education, therapeutic and family sessions). Objectives were accomplished. Resigned to return home to New Hampshire and family.
- *Setting:* Residential and Outpatient, (Intensive Outpatient (IOP) and PHP) programs for Substance Addiction/Abuse; Trauma, PTSD and other Mental Health Disorders.
- *Responsibilities:* Manage a client caseload, facilitate individual, family, small group therapy sessions, DBT group and Relapse Prevention group; Co-facilitate specialized groups (equine therapy, breath work, grief and loss group), completed diagnostic assessments, experience with ASAM, DSM IV criteria. Relationship development with families and referral sources. Participate in week long Intensive Family Education Program. Responsible for all required documentation and reports to impaired professional boards and other legal authorities. Attended weekly clinical team supervision meetings.

**RTT Associates (Resources, Treatment, Training), Manchester NH.....9/11-3/12**

Outpatient fee for service therapist working with families, children with trauma and adults with co-occurring disorders under the supervision of a LCMHC (Licensed Community Mental Health Counselor).

- *Objective:* MH Licensing hours and experience with Forensic Psychotherapy, Domestic Violence and Batters Interventions Counseling, and Trauma treatment and intervention.
- *Setting:* Outpatient, community based mental health and addiction treatment.
- *Responsibilities:* Completed multi-axis diagnosis for mental health and co-occurring disorders; conducted individual sessions, family sessions (processing, DBT/DBTS, cognitive behavioral therapy) and interfaced with community service providers, state and federal probation/parole boards; attended weekly clinical team supervision meetings.

**Williamsburg Place, Farley Center, Williamsburg, VA.....4/10-7/11**

Therapist in a private, residential treatment program through a health care corporation which specialized in residential treatment program for addiction and co-occurring disorders.

- *Objective:* To begin required supervision hours for mental health licensure and enhance professional experience and expertise with (1) treatment of Mental Health, Addiction and Co-occurring disorders; (2) family education/intervention programs and (3) impaired professional and military intervention and treatment services.
- *Setting:* Private residential mental health and addiction treatment provider offering family program and co-occurring treatment for individuals, professionals or military with mental health or chronic pain and addiction disorders.
- *Responsibilities:* Managed a case load, conducted large community treatment groups, specialized groups, (DBT/DBTS, Processing, Experiential, Cognitive Behavior approaches) and co-facilitated groups (family groups, equine therapy). Responsible for all required documentation, progress reports and recommendations to health care boards for impaired professionals and military substance abuse intervention programs and insurance companies. Attended weekly multi-disciplinary clinical team meetings.

**Additional Experience/work history:**

- Community health and human service agencies serving teens and adults; adults with severe and persistent mental illness (SPMI), substance abuse/addiction; co-occurring disorders.
- Employment settings integrated DBT/DBTS, Motivational Interviewing, Cognitive Behavioral, Solution Focus models/approaches to therapy for substance abuse/addiction or co-occurring disorders (PTSD, Major Depression, Borderline Personality Disorder, Eating Disorder).
- Facilitated or participated in inter-disciplinary team meetings, intra-agency team meetings including school programs, military programs, court/probation/parole programs, child/juvenile and/or vocational rehabilitation programs.
- Responsibilities included completion all required documentation in a timely manner, adhering to agency, state and federal regulations/policies and procedures.
- Objectives for certain positions included developing a residential program for co-occurring disorders, re-establish effective working relationships with community and community referents; integrated best practice/evidence based treatment programs within a residential program, provide clinical supervision, training and education to staff, overseeing treatment program.

## Courtney Vorachak

**Objective:** Seeking employment in the helping profession.

### Education:

Certified Recovery Support Worker Training	December 2015
Licensed Nursing Assistance	November 2013
Project Success Evidence Based Program	November 2015
Mental Health First Aid	July 2014
CPR/AED for Healthcare Providers	July 24, 2013
Standard First Aid	July 24, 2013
Mascoma Valley Regional High School	Class of 2008

### Experience:

- Peer counselor for High School age students.
- Engaged under supervision of Headrest a residential Substance Abuse facility.
- Co-facilitator young women's' skill building groups for High School age.
- Member of Upper Valley Teen Program. Engaged in coordinating field trips, organizing supplies needed, distribution of invites.
- Volunteer, Upper Valley Action Fair (50 local business convene to encourage youth involvement -Adolescent Substance Free Prevention Event)

### Employment:

#### CarePro – LNA

Hanover, NH 2013 – Present

Providing help and support with activities of daily living.  
Communicate to co-workers medical needs of patients  
Caring for clients in the safety of their homes.  
Providing safe transportation.  
Maintained License Requirements.

#### Mai Thai – Management

Hanover, NH 2005 – 2013

Upholding the NH state alcohol and other drug license laws.  
Maintain a professional code of conduct.  
Recognize the elements of crisis and action steps needed.  
System support of staff and ensure the work standard is upheld.  
Prepare and confirm site for health inspections.

*References available on request*

## KEY ADMINISTRATIVE PERSONNEL

### NH Department of Health and Human Services

Vendor Name:

HALO EDUCATONAL SYSTEMS

Name of Program/Service:

Substance Use Disorder Treatment & Recovery Support Services

BUDGET PERIOD:	2016 actual		
Name & Title Key Administrative Personnel	Annual Salary of Key Administrative Personnel	Percentage of Salary Paid by Contract	Total Salary Amount Paid by Contract
Elena VanZandt, MEd, MLADC, CPS	\$4,000	30.00%	\$1,200.00
Kathy Marshall, MS, MA, LADC	\$1,540	49.00%	\$754.60
Janet Sullivan, LADC	\$9,100	49.00%	\$4,459.00
Erica Burnham, BS, CRSW	\$12,870	50.00%	\$6,435.00
Courtney Vorachak	\$9,640	50.00%	\$4,820.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$37,150	0.00%	\$0.00
<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)</b>			<b>\$17,668.60</b>

Key Administrative Personnel are top-level agency leadership (Executive Director, CEO, CFO, etc.). These personnel MUST be listed, even if no salary is paid from the contract. Provide their name, title, annual salary and percentage of annual salary paid from the agreement.



25 mac

**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**DIVISION OF BEHAVIORAL HEALTH**

Jeffrey A. Meyers  
 Commissioner

Katja S. Fox  
 Director

129 PLEASANT STREET, CONCORD, NH 03301  
 603-271-9422 1-800-852-3345 Ext. 9422  
 Fax: 603-271-8431 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

June 16, 2016

4/29/16 # 25

Her Excellency, Governor Margaret Wood Hassan  
 and the Honorable Council  
 State House  
 Concord, New Hampshire 03301

**REQUESTED ACTION**

1. Authorize the Department of Health and Human Services, Bureau of Drug and Alcohol Services, to enter into amendments to existing Agreements with the Vendors listed below, except for Tri-County Community Action Program, Inc., to increase the service rates. The service rates' increase will raise compensation for direct services staff and modify supervision requirements, effective upon the date of Governor and Executive Council approval.
2. Authorize the Department of Health and Human Services, Bureau of Drug and Alcohol Services, to enter into an Amendment with South Eastern New Hampshire Alcohol and Drug Abuse Services, 272 County Farm Road, Dover, NH, 03820, to expand the types of substance use disorder treatment services being offered to clients by adding partial hospitalization services, transitional living services, and withdrawal management services, effective upon the date of Governor and Executive Council approval.

There are no changes to the Agreements' combined price limitation of \$12, 032,600 and no changes to the completion dates of June 30, 2017. The original contracts were approved by Governor and Executive Council on March 23, 2016 (Item #6), except for contract with Goodwin Community Health which was approved on June 1, 2016 (Item #12). An amendment for Tri-County Community Action was approved by Governor and Executive Council on June 15, 2016 (Late Item #A1). The sources of funds for these actions are as follows: 64.5% Federal, 21.5% General, and 14% Other Funds.

Summary of Contract Vendors by Amounts:

Vendor	Current Budgeted Amount	Increase /Decrease Amount	Revised Budget Amount
Concord Hospital, Inc. Concord	\$72,700	\$0	\$72,700
Families First of the Greater Seacoast, Portsmouth	\$35,900	\$0	\$35,900
Families in Transition, Manchester	\$357,600	\$0	\$357,600
Goodwin Community Health	\$489,500	\$0	\$489,500
Grafton County Department of Corrections, North Haverhill	\$95,300	\$0	\$95,300
Greater Nashua Council on Alcoholism, Inc., Nashua	\$3,734,500	\$0	\$3,734,500
HALO Educational Systems, Canaan	\$678,400	\$0	\$678,400
Headrest, Inc., Lebanon	\$453,700	\$0	\$453,700
Horizons Counseling Center, Inc., Gilford	\$239,900	\$0	\$239,900
Manchester Alcoholism Rehabilitation Center, Manchester	\$643,300	\$0	\$643,300
National Council on Alcoholism and Drug Dependency/Greater Manchester, Manchester	\$1,715,000	\$0	\$1,715,000
Phoenix Houses of New England, Providence Rhode	\$1,497,600	\$0	\$1,497,600

<b>Vendor</b>	<b>Current Budgeted Amount</b>	<b>Increase /Decrease Amount</b>	<b>Revised Budget Amount</b>
Island			
South Eastern New Hampshire Alcohol and Drug Abuse Services, Dover	\$1,455,800	\$0	\$1,455,800
Tri-County Community Action Program, Inc. Berlin	\$460,000	\$0	\$460,400
The Youth Council, Nashua	\$103,000	\$0	\$103,000
<b>Total</b>	<b>\$12,032,600</b>	<b>\$0</b>	<b>\$12,032,600</b>

Funds to support this request are available in State Fiscal Years 2016 and 2017 in the following accounts, with the authority to adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, without approval of the Governor and Executive Council.

**Please see attached financial details.**

### **EXPLANATION**

The attached amendments represent the final fourteen (14) of a total of fifteen (15) amendments with a total combined price limitation of \$12,032,600. On June 15, 2016 (Late Item #A1), Governor and Executive Council approved an amendment with Tri-County Community Action Program, Inc. to allow the Contractor to be reimbursed for services at increased rates, to modify the personnel supervision, and to provide planning activities for new construction or renovations for residential substance use disorder treatment services.

The current substance use disorders treatment workforce in New Hampshire is inadequate to meet the needs of individuals, families and communities across the state. Many factors contribute to this workforce shortage; two factors are low compensation and an insufficient pool of qualified supervisors.

Approval of these fourteen (14) Amendments will allow the Contractors to be reimbursed for services at increased rates and modify the personnel supervision requirements. The higher rates will increase the compensation for direct service staff providing substance use disorder treatment and recovery support services to clients. In addition, these Amendments allow the Contractor's qualified supervisors to provide clinical supervision to a larger number of clinicians to better leverage the available pool of qualified supervisors.

Approval of South Eastern New Hampshire Services' Amendment will allow the Contractor to expand the array of substance use disorder treatment services available in the greater Dover area. The Contractor will add partial hospitalization services, transitional living services, and withdrawal management to their scope of services. Historically, this array has been somewhat limited; however, changes within the organization have led to a request to expand the available service array to include services that are critically needed in the area.

The Department is not seeking an increase to the price limitations to these Agreements because the Contractors have been billing other public and private insurance sources as more and more New Hampshire citizens have health insurance that covers these services. The Contractors' seek reimbursement from the Department for only those services that are not covered by any public or private insurance. Not increasing the price limitation allows the Department to utilize available funding for other types of services such as substance misuse prevention, early intervention and recovery support services. The Department will monitor the utilization and spending of the Contractors. If needed, the Department will submit future amendments to increase the Agreements' price limitations to ensure services are available to citizens of New Hampshire.

These amendments are part of the Department's overall strategy to respond to the opioid epidemic that continues to negatively impact New Hampshire's individuals, families, and communities as well as to respond to other types of substance use disorders. In 2014 there were 326 drug overdose

deaths in New Hampshire, in 2015 there were 431. This number is expected to increase as cases are still pending analysis.

These contractors were selected through a competitive bid process.

The Department will monitor the performance of the Vendors by reviewing monthly reports such as the number of clients admitted to and discharged from the substance use disorder treatment programs and post-discharge follow up, quarterly usage of the number of clients and services being provided by the Contractors, completing site visits, and reviewing client records. In addition, the Department is piloting a Quality Monitoring and Improvement Plan to manage the performance of these contracts.

The Contract for Greater Nashua Council on Alcoholism, Inc. includes language in Exhibit B, Paragraph 8.4 that allows the Department to amend the contract by adjusting amounts between budget line items for statewide Crisis Services, within the price limitation, upon written agreement of both parties without Governor and Executive Council approval, if needed and justified.

The attached Contracts include language that reserves the right to renew each contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of contracted services and Governor and Executive Council approval.

Should the Governor and Executive Council determine to not authorize this Request; the additional critical components in the Department's workforce development to provide substance use disorder services would not be addressed, which could result in exacerbating workforce attrition and shortages.

Area served: Statewide.

Source of Funds: 64.50% Federal Funds from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, CFDA #93.959, Federal Award Identification Number TI010035-15, and 21.5% General Funds, and 14% Other Funds from the Governor's Commission on Alcohol and Other Drug Abuse Prevention, Intervention and Treatment.

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Katja S. Fox  
Director

Approved by:



Jeffery A. Meyers  
Commissioner



Attachment A  
Financial Details

05-95-49-491510-2989 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF COMM  
BASED CARE SVC, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS

Concord Hospital, Inc (Vendor #177653 B014)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$1,745	\$0	\$1,745
2017	102-500734	Contracts for Prog Svc	\$8,724	\$0	\$8,724
<b>Sub-total</b>			<b>\$10,469</b>	<b>\$0</b>	<b>\$10,469</b>

Families First of the Greater Seacoast (Vendor #166629 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$382	\$0	\$382
2017	102-500734	Contracts for Prog Svc	\$2,003	\$0	\$2,003
<b>Sub-total</b>			<b>\$2,385</b>	<b>\$0</b>	<b>\$2,385</b>

Goodwin Community Health (Vendor #156668 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$11,748	\$0	\$11,748
2017	102-500734	Contracts for Prog Svc	\$61,677	\$0	\$61,677
<b>Sub-total</b>			<b>\$73,425</b>	<b>\$0</b>	<b>\$73,425</b>

County of Grafton (Vendor #177397 B003)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$2,287	\$0	\$2,287
2017	102-500734	Contracts for Prog Svc	\$12,008	\$0	\$12,008
<b>Sub-total</b>			<b>\$14,295</b>	<b>\$0</b>	<b>\$14,295</b>

Attachment A  
Financial Details

Greater Nashua Council on Alcoholism (Vendor #166574 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$89,628	\$0	\$89,628
2017	102-500734	Contracts for Prog Svc	\$470,547	\$0	\$470,547
<b>Sub-total</b>			<b>\$560,175</b>	<b>\$0</b>	<b>\$560,175</b>

HALO Ed Systems (Vendor #230732 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$16,282	\$0	\$16,282
2017	102-500734	Contracts for Prog Svc	\$85,478	\$0	\$85,478
<b>Sub-total</b>			<b>\$101,760</b>	<b>\$0</b>	<b>\$101,760</b>

Headrest, Inc (Vendor #175226 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$10,889	\$0	\$10,889
2017	102-500734	Contracts for Prog Svc	\$57,166	\$0	\$57,166
<b>Sub-total</b>			<b>\$68,055</b>	<b>\$0</b>	<b>\$68,055</b>

Horizons Counseling Center, Inc (Vendor #156808 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$5,758	\$0	\$5,758
2017	102-500734	Contracts for Prog Svc	\$30,227	\$0	\$30,227
<b>Sub-total</b>			<b>\$35,985</b>	<b>\$0</b>	<b>\$35,985</b>

Attachment A  
Financial Details

Manchester Alcoholism Rehabilitation Center (Vendor #177204 B005)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$15,439	\$0	\$15,439
2017	102-500734	Contracts for Prog Svc	\$81,056	\$0	\$81,056
<b>Sub-total</b>			\$96,495	\$0	\$96,495

National Council on Alcoholism and Drug Abuse Services (Vendor #177265 R001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$34,296	\$0	\$34,296
2017	102-500734	Contracts for Prog Svc	\$180,054	\$0	\$180,054
<b>Sub-total</b>			\$214,350	\$0	\$214,350

Phoenix Houses of New England, Inc. (Vendor #177589 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$35,942	\$0	\$35,942
2017	102-500734	Contracts for Prog Svc	\$188,698	\$0	\$188,698
<b>Sub-total</b>			\$224,640	\$0	\$224,640

Southeastern New Hampshire Alcohol and Drug Abuse Services (Vendor #155292 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$34,939	\$0	\$34,939
2017	102-500734	Contracts for Prog Svc	\$183,431	\$0	\$183,431
<b>Sub-total</b>			\$218,370	\$0	\$218,370

Attachment A  
Financial Details

Tri-County Community Action Programs, Inc (Vendor #177195 B009)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$8,842	\$0	\$8,842
2017	102-500734	Contracts for Prog Svc	\$46,418	\$0	\$46,418
<b>Sub-total</b>			<b>\$55,260</b>	<b>\$0</b>	<b>\$55,260</b>

The Youth Council (Vendor #154886 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$2,215	\$0	\$2,215
2017	102-500734	Contracts for Prog Svc	\$11,630	\$0	\$11,630
<b>Sub-total</b>			<b>\$13,845</b>	<b>\$0</b>	<b>\$13,845</b>
<b>Total Gov. Comm</b>			<b>\$1,689,509</b>	<b>\$0</b>	<b>\$1,689,509</b>

**05-95-49-491510-2990 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES**

Concord Hospital, Inc (Vendor #177653 B014)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$12,795	\$0	\$12,795
2017	102-500734	Contracts for Prog Svc	\$49,436	\$0	\$49,436
<b>Sub-total</b>			<b>\$62,231</b>	<b>\$0</b>	<b>\$62,231</b>

Families First of the Greater Seacoast (Vendor #166629 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$2,798	\$0	\$2,798
2017	102-500734	Contracts for Prog Svc	\$30,717	\$0	\$30,717
<b>Sub-total</b>			<b>\$33,515</b>	<b>\$0</b>	<b>\$33,515</b>

Attachment A  
Financial Details

Families in Transition (Vendor #157730 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$71,520	\$0	\$71,520
2017	102-500734	Contracts for Prog Svc	\$286,080	\$0	\$286,080
<b>Sub-total</b>			<b>\$357,600</b>	<b>\$0</b>	<b>\$357,600</b>

Goodwin Community Health (Vendor #156668 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$86,152	\$0	\$86,152
2017	102-500734	Contracts for Prog Svc	\$329,923	\$0	\$329,923
<b>Sub-total</b>			<b>\$416,075</b>	<b>\$0</b>	<b>\$416,075</b>

County of Grafton (Vendor #177397 B003)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$16,773	\$0	\$16,773
2017	102-500734	Contracts for Prog Svc	\$64,232	\$0	\$64,232
<b>Sub-total</b>			<b>\$81,005</b>	<b>\$0</b>	<b>\$81,005</b>

Greater Nashua Council on Alcoholism (Vendor #166574 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$667,112	\$0	\$667,112
2017	102-500734	Contracts for Prog Svc	\$2,507,213	\$0	\$2,507,213
<b>Sub-total</b>			<b>\$3,174,325</b>	<b>\$0</b>	<b>\$3,174,325</b>

Attachment A  
Financial Details

HALO Ed Systems (Vendor #230732 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$119,398	\$0	\$119,398
2017	102-500734	Contracts for Prog Svc	\$457,242	\$0	\$457,242
<b>Sub-total</b>			<b>\$576,640</b>	<b>\$0</b>	<b>\$576,640</b>

Headrest, Inc (Vendor #175226 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$79,851	\$0	\$79,851
2017	102-500734	Contracts for Prog Svc	\$305,794	\$0	\$305,794
<b>Sub-total</b>			<b>\$385,645</b>	<b>\$0</b>	<b>\$385,645</b>

Horizons Counseling Center, Inc (Vendor #156808 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$42,222	\$0	\$42,222
2017	102-500734	Contracts for Prog Svc	\$161,693	\$0	\$161,693
<b>Sub-total</b>			<b>\$203,915</b>	<b>\$0</b>	<b>\$203,915</b>

Attachment A  
Financial Details

Manchester Alcoholism Rehabilitation Center (Vendor #177204 B005)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$113,221	\$0	\$113,221
2017	102-500734	Contracts for Prog Svc	\$433,584	\$0	\$433,584
<b>Sub-total</b>			<b>\$546,805</b>	<b>\$0</b>	<b>\$546,805</b>

National Council on Alcoholism and Drug Abuse Services (Vendor #177265 R001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$537,504	\$0	\$537,504
2017	102-500734	Contracts for Prog Svc	\$963,146	\$0	\$963,146
<b>Sub-total</b>			<b>\$1,500,650</b>	<b>\$0</b>	<b>\$1,500,650</b>

Phoenix Houses of New England, Inc (Vendor #177589 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$263,578	\$0	\$263,578
2017	102-500734	Contracts for Prog Svc	\$1,009,382	\$0	\$1,009,382
<b>Sub-total</b>			<b>\$1,272,960</b>	<b>\$0</b>	<b>\$1,272,960</b>

Attachment A  
Financial Details

Southeastern New Hampshire Alcohol and Drug Abuse Services (Vendor #155292 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$256,221	\$0	\$256,221
2017	102-500734	Contracts for Prog Svc	\$981,209	\$0	\$981,209
<b>Sub-total</b>			<b>\$1,237,430</b>	<b>\$0</b>	<b>\$1,237,430</b>

Tri-County Community Action Programs, Inc (Vendor #177195 B009)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$156,838	\$0	\$156,838
2017	102-500734	Contracts for Prog Svc	\$248,302	\$0	\$248,302
<b>Sub-total</b>			<b>\$405,140</b>	<b>\$0</b>	<b>\$405,140</b>

The Youth Council (Vendor #154886 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$16,245	\$0	\$16,245
2017	102-500734	Contracts for Prog Svc	\$72,910	\$0	\$72,910
<b>Sub-total</b>			<b>\$89,155</b>	<b>\$0</b>	<b>\$89,155</b>
<b>Total Clinical Svcs</b>			<b>\$10,343,091</b>	<b>\$0</b>	<b>\$10,343,091</b>
<b>Grand Total</b>			<b>\$12,032,600</b>	<b>\$0</b>	<b>\$12,032,600</b>





State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to the Substance Use Disorder Treatment and Recovery Support Services  
Contract

This first Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment 1") dated May 25, 2016, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and HALO Educational Systems (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 44 Roberts Road, Canaan, NH 03741.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on March 23, 2016 (Item #6) (hereinafter referred to as "Contract"), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified;

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract;

WHEREAS, pursuant to the Agreement (section 18 of the General Provisions of the Form P-37), the Agreement may be amended only by written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the State and the Contractor agree to increase the service rates, within the price limitation; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties agree as follows:

1. Except as specifically amended and modified by the terms and conditions in this Amendment #1, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.
2. Replace Exhibit A Scope of Services, Section 18.1 through 18.1.3.3 as follows:

18.1. The Contractor shall meet the minimum staffing requirements as follows:

18.1.1. Provide at least one:

18.1.1.1. Masters Licensed Alcohol and Drug Counselor (MLADC);  
and/or

18.1.1.2. Licensed Alcohol and Drug Counselor (LADC) who also  
holds the Licensed Clinical Supervisor (LCS) credential;

18.1.2. Agrees that all unlicensed staff providing treatment, education and/or  
recovery support services shall be under the direct supervision of:

18.1.2.1. An MLADC; or

18.1.2.2. A LADC with the LCS (Licensed Clinical Supervisor)  
credential; and



- 18.1.2.3. Agrees that MLADC, or LADC with the LCS, shall supervise a maximum of eight unlicensed staff unless the Department has approved an alternative supervision plan submitted by the Contractor.
  - 18.1.3. Agrees that at least one Certified Recovery Support Worker (CRSW) for every 50 clients or portion thereof.
3. Add to Exhibit A Scope of Services, Section 18.11 as follows
- 18.11. The Contractor agrees to the following:
    - 18.11.1. The new rates in Exhibit B-1 Amendment #1.
    - 18.11.2. The rate increase to the new rates to the fee for services is to support increase in staff wages to recruit and retain staff who provide direct substance use disorder treatment and recovery support services to clients in this Agreement;
    - 18.11.3. To utilize the amount of increase to increase the wages for direct services staff compensation including base compensation for any open positions;
    - 18.11.4. Notwithstanding Section 18.11.2, agrees to demonstrate to the Department, in the event the Contractor has business policies or other reasons that would prevent the Contractor for using all the increase for wage increases, that at least ten (10%) of the increase was used for wage increases to staff salaries and to provide to the Department the explanation that prevented the Contractor from using the full amount of the increase to increase wages;
      - 18.11.4.1. Agrees to submit a plan for Department approval to use the amount of increase not used for wage increases in Section 18.11.3. portion of the increases for other than wage increases in the event of Section 18.11.3;
    - 18.11.5. That direct services staff is defined as any individual employed by the Contractor for whom at least fifty (50) percent of the hours the individual works for the Contractor are spent delivering clinical and/or recovery support services directly to client of the provider.
4. Add to Exhibit B Method and Conditions Precedent to Payment, Section 5.6 as follows:
- 5.6 To the extent possible, the Contractor shall bill for services provided under this contract through WITS. For any services that are unable to be billed through WITS, the vendor shall work with the Department to develop an alternative process for submitting invoices.
5. Delete Exhibit B-1 Service and Fee Table, and replace with Exhibit B-1 Amendment #1 Service and Fee Table.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services



This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

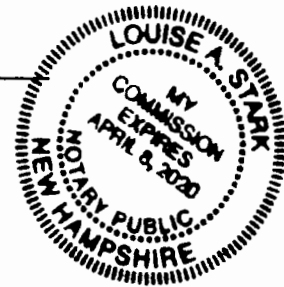
6/10/16  
Date

[Signature]  
Katja J. Fox  
Director

HALO Educational Systems

5-31-16  
Date

[Signature]  
NAME Elena Van Zandt  
TITLE Managing Director



Acknowledgement:

State of NH, County of Grafton on 5/3/2016, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

[Signature]  
Name and Title of Notary or Justice of the Peace

Contractor Initials: [Signature]  
Date: 5/31/16

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6/14/14  
Date

[Signature]  
Name: Megan J. Kelly  
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:



Exhibit B-1 Amendment #1

**Service and Fee Table**

1. The Contractor shall be reimbursed for the Services and up to the Contract Rates in Table A below.
- a. The Contract Rates in the Table A are the maximum allowed charged used in the Methods for Charging for Services under this Contract in Exhibit B, Section 4.

Table A

Service	Contract Rate (Maximum Allowed Charge)	Unit	Service Limit
Clinical Evaluation	\$275.00	Per evaluation	1 evaluation per 90 days, per client
Individual Outpatient	\$22.00	15 min	\$200 of combined individual & group per week, per client
Group Outpatient	\$6.60	15 min	
Continuous Recovery Monitoring - Attempted	\$16.50	Per 3 attempted contacts over the course of at least 1 week	\$60 of combined attempted and completed per month for the first 12 months post discharge, per client
Continuous Recovery Monitoring - Completed	\$16.50	Per 1 completed contact	
Individual Recovery Support Services (Non-Clinical)	\$16.50	15 min	\$160 of combined individual & group per week, per client
Group Recovery Support Services (Non-Clinical)	\$5.50	15 min	
Enhanced Services	Cost Reimbursement	Cost Reimbursement	Up to \$350, and according to Section 6 of Exhibit B. This amount is inclusive of the amount in the Box 1.8 of the P-37.

*EVZ*

*5/31/16*



STATE OF NEW HAMPSHIRE  
 DEPARTMENT OF HEALTH AND HUMAN SERVICES  
 OFFICE OF MEDICAID BUSINESS AND POLICY

129 PLEASANT STREET, CONCORD, NH 03301-3857  
 603-271-9422 1-800-852-3345 Ext. 9422  
 Fax: 603-271-8431 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

Jeffery A. Meyers  
 Commissioner

Kathleen A. Dunn  
 Associate Commissioner  
 Medicaid Director

6 mac

3/23/16 #6

March 7, 2016

Her Excellency, Governor Margaret Wood Hassan  
 and the Honorable Council  
 State House  
 Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Bureau of Drug and Alcohol Services, to enter into Agreements with multiple Vendors, listed below, to provide substance use disorder treatment and recovery support services statewide, in an amount not to exceed \$11,451,100, effective April 1, 2016 through June 30, 2017, upon approval by Governor and Executive Council. 56.1% Federal, 29.4% General, and 14.5% Other Funds.

Summary of contracted amounts by Vendor:

Vendor	Budgeted Amount
Concord Hospital, Inc. Concord	\$72,700
Families First of the Greater Seacoast, Portsmouth	\$35,900
Families in Transition, Manchester	\$357,600
Grafton County Department of Corrections, North Haverhill	\$95,300
Greater Nashua Council on Alcoholism, Inc., Nashua	\$3,734,500
HALO Educational Systems, Canaan	\$678,400
Headrest, Inc., Lebanon	\$453,700
Horizons Counseling Center, Inc., Gilford	\$239,900
Manchester Alcoholism Rehabilitation Center, Manchester	\$643,300

<b>Vendor</b>	<b>Budgeted Amount</b>
National Council on Alcoholism and Drug Dependency/Greater Manchester, Manchester	\$1,715,000
Phoenix Houses of New England, Providence Rhode Island	\$1,497,600
South Eastern New Hampshire Alcohol and Drug Abuse Services, Dover	\$1,455,800
Tri-County Community Action Program, Inc., Berlin	\$368,400
The Youth Council, Nashua	\$103,000
<b>Total</b>	<b>\$11,451,100</b>

Funds to support this request are available in State Fiscal Years 2016 and 2017 in the following accounts, with the authority to adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, without approval of the Governor and Executive Council.

Please see Attachment A for fiscal details.

#### **EXPLANATION**

The attached agreements represent fourteen (14) of a total fifteen (15) agreements with a combined price limitation of \$11,451,100 of a total \$11,940,600 that will allow the Contractors listed to provide an array of Substance Use Disorder Treatment and Recovery Support Services statewide to children and adults with substance use disorders, who have income below 400% the Federal Poverty level and are residents of New Hampshire or are homeless in New Hampshire. (See attached Summary of Contracted Services by Vendor). Substance use disorders occur when the use of alcohol and/or drugs causes clinically and functionally significant impairment, such as health problems, disability, and failure to meet major responsibilities at work, school, or home. The existence of a substance use disorder is determined using a clinical evaluations based on Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition criteria. The final contract will be presented to the Governor and Executive Council at an upcoming meeting.

These Agreements are part of the Department's overall strategy to respond to the opioid epidemic that continues to negatively impact New Hampshire's individuals, families, and communities as well as to respond to other types of substance use disorders. In 2014 there were 325 drug overdose deaths in New Hampshire with the death toll for 2015 at 385 as of January 8, 2016; however, the 2015 statistics are expected to increase as cases are still pending analysis.

The Department published a Request for Proposals for Substance Use Disorder Treatment and Recovery Support Services (RFP #16-DHHS-DCBCS-BDAS-03) on the Department of Health and Humans Services website November 3, 2015 to December 15, 2015. The Department received fifteen proposals. These proposals were reviewed and scored by a team of individuals with program specific knowledge. The Department selected all the Vendors to provide these services (See attached Summary Score Sheet).

Some of the Vendors' proposals scored lower than anticipated; however, it was determined that losing substance use disorder treatment and recovery support services in the midst of an Opioid Crisis would be detrimental to the individuals, families, and communities of New Hampshire. In order to ensure effective delivery of services, the Department has strengthened language in the Vendors' contracts.

The Contract includes language to assist pregnant and parenting women by providing interim services if they are on a waitlist, to ensure clients have faster access to services by maintaining and monitoring a waitlist on an agency and statewide level, to ensure clients contribute to the cost of services by assessing client income at intake and on a monthly basis, and to ensure care coordination for the clients by assisting them with accessing services or working with a client's existing provider for physical health, behavioral health, medication assisted treatment and peer recovery support services.

The Department will monitor the performance of the Vendors by monitoring monthly reports, quarterly utilization, completing site visits, and reviewing client records. In addition, the Department is developing a Quality Monitoring and Improvement Plan to manage the performance of these contracts.

The attached Contracts include language that reserves the right to renew each contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of contracted services and Governor and Executive Council approval.

The Contract for Greater Nashua Council on Alcoholism, Inc. includes language in Exhibit B, Paragraph 8.4 that allows the Department to amend the contract by adjusting amounts between budget line items for statewide Crisis Services, within the price limitation, upon written agreement of both parties without Governor and Executive Council approval, if needed and justified.

The Contract for National Council on Alcoholism and Drug Dependency/Greater Manchester includes language in Exhibit A, Section 25, for the use of the Tirrell House, a State owned building, for residential substance use disorder treatment services for up to 14 individuals. The Contract includes up to \$286,000 for repairs/replacement of the fire alarm system, fire suppression system, upgrade the kitchen, and other miscellaneous repairs as required by the joint inspection of the State of New Hampshire Fire Marshall, City of Manchester, and the Department's Health Facilities Administration.

Should the Governor and Executive Council determine to not authorize this Request, the Contractors would not have sufficient resources to promote and provide the array of services necessary to provide individuals with substance use disorders the necessary tools to achieve, enhance and sustain recovery. In addition, failure to obligate the federal funds in the Substance Abuse Prevention and Treatment Block Grant to community based programs to provide alcohol and other drug treatment services could result in the loss of Federal Block Grant funds made available for these services.

Area served: Statewide.

Source of Funds: 56.1% Federal Funds from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, CFDA #93.959, Federal Award Identification Number T1010035-14, and 29.4% General Funds and 14.5% Other Funds from the Governor's Commission on Alcohol and Other Drug Abuse Prevention, Intervention and Treatment.

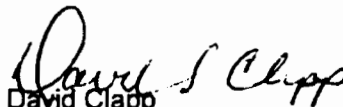


In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Kathleen A. Dunn  
Associate Commissioner



David Clapp  
Facilities

Approved by:



Jeffery A. Meyers  
Commissioner

Attachment A  
Financial Details

**05-95-49-491510-2989 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% Other Funds)**

Concord Hospital, Inc (Vendor #177653 B014)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$1,745
2017	102-500734	Contracts for Prog Svc	\$8,724
<b>Sub-total</b>			<b>\$10,469</b>

Families First of the Greater Seacoast (Vendor #166629 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$382
2017	102-500734	Contracts for Prog Svc	\$2,003
<b>Sub-total</b>			<b>\$2,385</b>

County of Grafton (Vendor #177397 B003)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$2,287
2017	102-500734	Contracts for Prog Svc	\$12,008
<b>Sub-total</b>			<b>\$14,295</b>

Attachment A  
Financial Details

Greater Nashua Council on Alcoholism (Vendor #166574 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$89,628
2017	102-500734	Contracts for Prog Svc	\$470,547
<b>Sub-total</b>			<b>\$560,175</b>

HALO Ed Systems (Vendor #230732 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$16,282
2017	102-500734	Contracts for Prog Svc	\$85,478
<b>Sub-total</b>			<b>\$101,760</b>

Headrest, Inc (Vendor #175226 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$10,889
2017	102-500734	Contracts for Prog Svc	\$57,166
<b>Sub-total</b>			<b>\$68,055</b>

Horizons Counseling Center, Inc (Vendor #156808 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$5,758
2017	102-500734	Contracts for Prog Svc	\$30,227
<b>Sub-total</b>			<b>\$35,985</b>

Attachment A  
Financial Details

Manchester Alcoholism Rehabilitation Center (Vendor #177204 B005)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$15,439
2017	102-500734	Contracts for Prog Svc	\$81,056
<b>Sub-total</b>			<b>\$96,495</b>

National Council on Alcoholism and Drug Abuse Services (Vendor #177265 R001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$34,296
2017	102-500734	Contracts for Prog Svc	\$180,054
<b>Sub-total</b>			<b>\$214,350</b>

Phoenix Houses of New England, Inc. (Vendor #177589 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$35,942
2017	102-500734	Contracts for Prog Svc	\$188,698
<b>Sub-total</b>			<b>\$224,640</b>

Southeastern New Hampshire Alcohol and Drug Abuse Services (Vendor #155292 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$34,939
2017	102-500734	Contracts for Prog Svc	\$183,431
<b>Sub-total</b>			<b>\$218,370</b>

Attachment A  
Financial Details

Tri-County Community Action Programs, Inc (Vendor #177195 B009)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$8,842
2017	102-500734	Contracts for Prog Svc	\$46,418
<b>Sub-total</b>			<b>\$55,260</b>

The Youth Council (Vendor #154886 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$2,215
2017	102-500734	Contracts for Prog Svc	\$11,630
<b>Sub-total</b>			<b>\$13,845</b>
<b>Total Gov. Comm</b>			<b>\$1,616,084</b>

**05-95-49-491510-2990 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES (34.4% General 65.6% Federal)**

Concord Hospital, Inc (Vendor #177653 B014)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$12,795
2017	102-500734	Contracts for Prog Svc	\$49,436
<b>Sub-total</b>			<b>\$62,231</b>

Families First of the Greater Seacoast (Vendor #166629 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$2,798
2017	102-500734	Contracts for Prog Svc	\$30,717
<b>Sub-total</b>			<b>\$33,515</b>

Attachment A  
Financial Details

Families in Transition (Vendor #157730 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$71,520
2017	102-500734	Contracts for Prog Svc	\$286,080
<b>Sub-total</b>			<b>\$357,600</b>

County of Grafton (Vendor #177397 B003)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$16,773
2017	102-500734	Contracts for Prog Svc	\$64,232
<b>Sub-total</b>			<b>\$81,005</b>

Greater Nashua Council on Alcoholism (Vendor #166574 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$667,112
2017	102-500734	Contracts for Prog Svc	\$2,507,213
<b>Sub-total</b>			<b>\$3,174,325</b>

Attachment A  
Financial Details

HALO Ed Systems (Vendor #230732 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$119,398
2017	102-500734	Contracts for Prog Svc	\$457,242
<b>Sub-total</b>			<b>\$576,640</b>

Headrest, Inc (Vendor #175226 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$79,851
2017	102-500734	Contracts for Prog Svc	\$305,794
<b>Sub-total</b>			<b>\$385,645</b>

Horizons Counseling Center, Inc (Vendor #156808 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$42,222
2017	102-500734	Contracts for Prog Svc	\$161,693
<b>Sub-total</b>			<b>\$203,915</b>

Attachment A  
Financial Details

Manchester Alcoholism Rehabilitation Center (Vendor #177204 B005)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$113,221
2017	102-500734	Contracts for Prog Svc	\$433,584
<b>Sub-total</b>			<b>\$546,805</b>

National Council on Alcoholism and Drug Abuse Services (Vendor #177265 R001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$537,504
2017	102-500734	Contracts for Prog Svc	\$963,146
<b>Sub-total</b>			<b>\$1,500,650</b>

Phoenix Houses of New England, Inc (Vendor #177589 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$263,578
2017	102-500734	Contracts for Prog Svc	\$1,009,382
<b>Sub-total</b>			<b>\$1,272,960</b>



Attachment A  
Financial Details

Southeastern New Hampshire Alcohol and Drug Abuse Services (Vendor #155292 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$256,221
2017	102-500734	Contracts for Prog Svc	\$981,209
<b>Sub-total</b>			<b>\$1,237,430</b>

Tri-County Community Action Programs, Inc (Vendor #177195 B009)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$64,838
2017	102-500734	Contracts for Prog Svc	\$248,302
<b>Sub-total</b>			<b>\$313,140</b>

The Youth Council (Vendor #154886 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$16,245
2017	102-500734	Contracts for Prog Svc	\$72,910
<b>Sub-total</b>			<b>\$89,155</b>
<b>Total Clinical Svcs</b>			<b>\$9,835,016</b>
<b>Grand Total</b>			<b>\$11,451,100</b>

Substance Use Disorder Treatment Services and Recovery Support Services:	Individual Outpatient	Group Outpatient	Intensive Outpatient	Partial Hospitalization	Transitional Living	Low-Intensity Residential	High-Intensity Residential	High-Intensity Residential for Pregnant and Parenting Women	Ambulatory WM w/ Extended On-Site Monitoring (ASM Level 1WM)	Medically Monitored Inpatient Withdrawal Management (ASAM Level 3.7 WM)	Medication Assisted Treatment	Continuous Recovery Monitoring	Enhanced Recovery Support Services	Individual Recovery Support Services (non-clinical)	Group Recovery Support Services (non-clinical)	Statewide Crisis	Crisis services to agency's own clients
Vendors:																	
Concord Hospital, Inc.	X	X	X									X		X			X
Families First of the Greater Seacoast	X										X	X	X	X	X		X
Families in Transition	X	X	X								X	X	X	X	X		X
Goodwin Community Health	X	X	X								X	X	X	X	X		X
Grafton County DOC	X	X	X								X	X	X	X	X		X
Greater Nashua Council on Alcoholism, Inc.	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
HALO Educational Systems	X	X	X									X	X	X	X		X
Headrest, Inc.	X	X	X									X	X	X	X		X
Horizons Counseling Center, Inc.	X	X	X								X	X	X	X	X		X
Manchester Alcoholism Rehabilitation Center (subsidiary of Easter Seals New Hampshire Inc.) - Total	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X		X
National Council on Alcoholism and Drug Dependency/Greater Manchester	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X		X
Phoenix Houses of New England - Total	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X		X
South Eastern New Hampshire Alcohol and Drug Abuse Services	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X		X
Tri-County Community Action Program, Inc.	X	X	X								X	X	X	X	X		X
The Youth Council	X	X	X								X	X	X	X	X		X

An "X" indicates that the Vendor will provide the corresponding contracted service.



New Hampshire Department of Health and Human Services  
Office of Business Operations  
Contracts & Procurement Unit  
Summary Score Sheet

Substance Use Disorder Treatment  
and Recovery Support Services

(RFP) #16-DHHS-DCBCS-BDAS-03

RFP Name

RFP Number

Reviewer Names

- Bidder Name**
1. Concord Hospital, Inc.
  2. Families First of the Greater Seacoast
  3. Families in Transition
  4. Goodwin Community Health
  5. Grafton County
  6. Greater Nashua Council on Alcoholism, Inc.
  7. HALO Educational Systems
  8. Headrest, Inc.
  9. Horizons Counseling Center, Inc.
  10. Manchester Alcoholism Rehabilitation Center  
(subsidiary of Easter Seals New Hampshire Inc.)
  11. National Council on Alcoholism and Drug  
Dependency/Greater Manchester
  12. Phoenix Houses of New England
  13. South Eastern New Hampshire Alcohol and Drug  
Abuse Services
  14. Tri-County Community Action Program, Inc.
  15. The Youth Council

Maximum Points	Actual Points
945	687
945	715
945	751
945	587
945	492
945	820
945	460
945	390
945	717
945	661
945	684
945	626
945	562
945	570
945	515

1. Jaime Powers, BDAS Clinical  
Services Unit Administrator
2. Linda Parker, BDAS Program  
Specialist IV
3. Paul Kiernan, BDAS Program  
Specialist IV
4. Michele Harlan, DHHS Director of  
Mental Health Services
5. Rhonda Siegel, DPHS,  
Administrator II
6. Donna Ferland, NH Hospital  
Administrator III / Financial Mngr
7. P. J. Nadeau, DHHS Financial  
Manager
8. Ann Driscoll, Administrator

Subject: Substance Use Disorder Treatment and Recovery Support Services (16-DHHS-DCBCS-BDAS-03-SUBST-07)

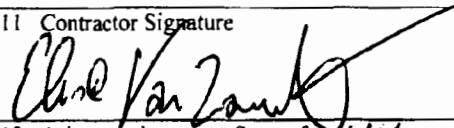
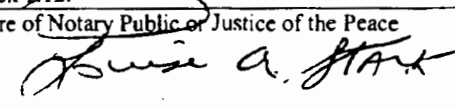
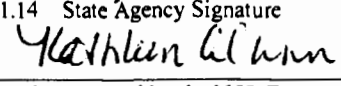
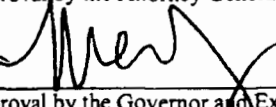
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name HALO Educational Systems		1.4 Contractor Address 44 Roberts Road Canaan, NH 03741	
1.5 Contractor Phone Number 603 359-3321	1.6 Account Number 05-95-49-491510-29890000-102-500734; 05-95-49-491510-29900000-102-500734	1.7 Completion Date June 30, 2017	1.8 Price Limitation \$678,400.
1.9 Contracting Officer for State Agency Eric Borrin, Director		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Elena Van Zandt HALO Managing Director	
1.13 Acknowledgement: State of <u>N.H.</u> , County of <u>Rockingham</u> On <u>25<sup>th</sup> Feb.</u> , before the undersigned officer, personally appeared <u>Elena Van Zandt</u> , identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that she executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Louise A. Stark</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Kathleen A. Dunn Associate Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>3/7/16</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			



**2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials ELC  
Date 2/25/14

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

#### **8. EVENT OF DEFAULT/REMEDIES.**

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

#### **9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

**10. TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

**11. CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### **14. INSURANCE.**

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.



Exhibit A

**Scope of Services**

**1. Provisions Applicable to All Services**

- 1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

**2. Definitions**

- 2.1. Adolescents: Adolescents are individuals under the age of 18.
- 2.2. American Society of Addiction Medicine (ASAM): ASAM is a professional society representing over 3,500 physicians, clinicians and associated professionals in the field of addiction medicine. ASAM is dedicated to increasing access and improving the quality of addiction treatment, educating physicians and the public, supporting research and prevention, and promoting the appropriate role of physicians in the care of patients with addiction. More information can be found at: <http://www.asam.org/>
- 2.3. American Society of Addiction Medicine Criteria: ASAM's criteria, formerly known as the ASAM patient placement criteria, is the result of a collaboration that began in the 1980s to define one national set of criteria for providing outcome-orientated and results-based care in the treatment of addiction. Today the criteria have become the most widely used and comprehensive set of guidelines for placement, continued stay and transfer/discharge of patients with addiction and co-occurring conditions. ASAM's criteria are required in over 30 states. More information can be found at: <http://www.asam.org/publications/the-asam-criteria>
- 2.4. Charitable Choice: Charitable Choice is Public Law 102-321, 102d Congress and amended in 1992 and again in 2000 (Children's Health Services Act). Charitable Choice is a federal legislative provision designed to remove barriers to faith-based organizations receiving certain Federal funds. States may allocate Block Grant funds to faith-based treatment and recovery support services programs that maintain their religious character and hire people of their same faith, who also meet state requirements for licensing or certification of substance abuse treatment and recovery support services programs and staff. The Charitable Choice final rules were published in the Federal Register on September 30, 2003.
- 2.5. Clinical Evaluation: A Clinical Evaluation is a biopsychosocial evaluation completed in accordance with Technical Assistance Publication (TAP) 21: Addiction Counseling Competencies, available at <http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171>.





Exhibit A

- 2.6. Days: Days in this Exhibit A and Exhibit B refers to calendar days, unless otherwise noted.
- 2.7. Evidence-Based Practice: Evidence-Based Practice is applying the best available research results (evidence) when making decisions about health care. Health care professionals who perform evidence-based practice use research evidence along with clinical expertise and patient preferences. Systematic reviews (summaries of health care research results) provide information that aids in the process of evidence-based practice.
- 2.7.1. The service shall be included as an evidence-based mental health and substance abuse intervention on the SAMHSA National Registry of Evidence-Based Programs and Practices (NREPP), <http://www.nrepp.samhsa.gov/ViewAll.aspx>
- 2.7.1.1. The service shall be included as an evidence-based mental health and substance abuse intervention on the SAMHSA National Registry of Evidence-Based Programs and Practices (NREPP), <http://www.nrepp.samhsa.gov/ViewAll.aspx>
- 2.7.1.2. The services shall be published in a peer-reviewed journal and found to have positive effects; or
- 2.7.1.3. The SUD treatment service provider shall be able to document the services' effectiveness based on the following:
1. The service is based on a theoretical perspective that has validated research; or
  2. The service is supported by a documented body of knowledge generated from similar or related services that indicate effectiveness;
- 2.8. Homeless: Homeless is (1) an individual or family who lacks a fixed, regular, and adequate nighttime residence; or (2) an individual or family who has a primary nighttime residence that is a supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels and congregate shelters), an institution other than a penal facility that provides temporary residence for individuals intended to be institutionalized, or a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.
- 2.9. Level of Care: Level of care refers to the intensity of treatment defined by the American Society of Addiction Medicine (ASAM) October 2013.
- 2.10. New Hampshire Resident: A New Hampshire resident is defined as a person residing in New Hampshire regardless of how long they have resided in New Hampshire or whether or not they have a fixed or permanent address.
- 2.11. Resiliency and Recovery Oriented Systems of Care (RROSC): RROSC are networks



**Exhibit A**

of organizations, agencies, and community members that coordinate a wide spectrum of services to prevent, intervene in, and treat substance use problems and disorders. RROSCs support person-centered and self-directed approaches to care that build on the strengths and resilience of individuals, families, and communities to take responsibility for their sustained health, wellness, and recovery from alcohol and drug problems. In New Hampshire, this is operationalized by the Continuum of Care model.

- 2.12. Screening Positive for Substance Use Disorder: Screening positive for a Substance Use Disorder means that the individual is likely to meet the Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM 5) criteria for a Substance Use Disorder. If the client screens probable, a clinical evaluation will be required to determine if the client does in fact meet DSM 5 criteria for a Substance Use Disorder.
- 2.13. Substance Abuse Prevention and Treatment (SAPT) Block Grant: SAPT Block Grant was originally established by Public Law 97-35 (PL 97-35), creating the Alcohol, Drug Abuse and Mental Health Services Block Grant (later the Substance Abuse Prevention and Treatment Block Grant, and now the Behavioral Health Assessment and Plan), which became effective on October 1, 1992 for the purpose of carrying out and evaluating activities to prevent and treat substance abuse and dependence.
- 2.14. Substance use disorders occur when the use of alcohol and/or drugs causes clinically and functionally significant impairment, such as health problems, disability, and failure to meet major responsibilities at work, school, or home. The existence of a substance use disorder is determined using Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM 5) criteria.
- 2.15. Web Information Technology System (WITS): WITS is a secure, 24/7 accessible web-based information technology system for the purpose of storing client demographic information. All BDAS contracted providers use WITS to report on the National Outcome Measures (NOMs) established by the SAMHSA, as required in the Federal Substance Abuse Prevention and Treatment Block Grant.

**3. Covered Populations**

- 3.1. The Contractor shall provide services in this Contract to the general population in Section 3.2 who:
  - 3.1.1. Have a substance use disorder; and
  - 3.1.2. Have income below 400% Federal Poverty Level; and
  - 3.1.3. Are Residents of New Hampshire; or
  - 3.1.4. Are homeless in New Hampshire.
- 3.2. The Contractor agrees to provide services in this Contract to the general client



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population that includes, but not limited to:

- 3.2.1. Adolescents;
  - 3.2.2. Adults
  - 3.2.3. Pregnant women;
  - 3.2.4. Women with dependent children;
  - 3.2.5. Injection drug users;
  - 3.2.6. Individuals with co-occurring substance use and mental health disorders;
  - 3.2.7. Veterans; and/or
  - 3.2.8. Individuals who are involved with the criminal justice system.
- 3.3. The Contractor shall provide services in this Contract separately for adolescents and adults unless approved by the Department.

**4. Substance Use Disorder Treatment Services**

- 4.1. The Contractor is required to provide to eligible individuals the following substance use disorder treatment services:
- 4.1.1. Outpatient Treatment as defined as American Society of Addiction Medicine (ASAM) Criteria, Level 1. Outpatient Treatment services assist an individual or group of individuals to achieve treatment objectives through the exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.
- 4.2. The Contractor shall submit for Department approval, within 30 days from the contract effective date, the evidenced based practices to be used for the services in Section 4.1.
- 4.3. The Contractor shall submit for Department approval, changes to the evidence-based practices in Section 4.2, within 30 days prior to making the changes effective.

**5. Crisis Services to Existing Clients or their Significant Others**

- 5.1. The Contractor shall provide Crisis Services to existing clients or their significant others as follows:
- 5.1.1. Provide Crisis Services, 24 hours per day, 7 days a week either in person or by telephone that:
    - 5.1.1.1. Assist individuals in addressing a current crisis related to their substance use disorder or the substance use disorder of a significant other;
    - 5.1.1.2. Provide counseling services to assist with client stabilization, assessment of client's psychological stability and risk for harming themselves or others and appropriate referral based on this assessment; and



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- 5.1.1.3. Refer clients to appropriate treatment and other resources in the client's service area.
- 5.1.1.4. If a request for crisis services comes from an individual who is not a current client, that individual may be referred to the statewide crisis services provider.
- 5.1.2. Provide encounter notes in the client's health record.
- 5.1.3. Provide sufficient staffing to provide Crisis Services as described above at least during normal business hours defined as 8 am to 5 pm, Monday through Friday.
- 5.1.4. May refer clients to the Statewide Crisis Services hotline, after normal business hours.
- 5.2. The Contractor agrees that Crisis Services shall be considered individual outpatient services when the Crisis Service provided has the specific purpose of treating the individual's substance use disorder.
- 5.3. The Contractor agrees that Crisis Services shall be considered individual recovery support services (non-clinical) when the Crisis service provided has the purpose of reducing or removing a barrier to the client achieving or maintaining recovery without directly treating the substance use disorder.

## 6. Recovery Support Services

- 6.1. The Contractor shall provide Recovery Support Services such as:
  - 6.1.1. Enhanced services remove barriers to a client's participation in treatment or recovery or reduce or remove threats to a client's maintaining participation in treatment and/or recovery such as transportation or child care.
    - 6.1.1.1. Enhanced services include only direct services to the client such as providing transportation to treatment appointments or providing childcare while a client attends a treatment appointment.
    - 6.1.1.2. Enhanced services do not include indirect costs such as marketing, staff training, or staff travel unless such expenses can be shown to be required in order to provide the enhanced service.
    - 6.1.1.3. The Contractor shall submit for Department approval, within 30 days from the contract effective date, a list and a description of the direct services that will be provided under Enhanced Services.
  - 6.1.2. Non-clinical services such as but not limited to parenting, job search, financial management, skills development, and paraprofessional counseling services by:
    - 6.2.1.1. A Certified Recovery Support Worker (CRSW) under the supervision of a Masters Licensed Alcohol and Drug Counselor (MLADC); or



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- 6.2.1.2. A Certified Recovery Support Worker (CRSW) under the supervision of a Licensed Alcohol and Drug Counselor (LADC) with a Licensed Clinical Supervisor (LCS); or
- 6.2.1.3. A MLADC or LADC
- 6.2.1.4. Submitting for Department approval, within 30 days from the contract effective date, the name and description of the activities/services to provide non-clinical services.

## 7. Enrolling Clients for Services

7.1. The Contractor shall complete Intake Screenings and ASAM Level of Care Assessments, as follows:

- 7.1.1. Have direct contact (face to face communication by meeting in person, or electronically, or by telephone conversation) with an individual within two (2) business days from the date that individual (defined as a non-client, existing client, other provider, or any other person or entity) contacts the Contractor for Substance Use Disorder Treatment and Recovery Support Services.
- 7.1.2. Complete an initial Intake Screening within two (2) business days from the date of the first direct contact with the individual, using the eligibility module in Web Information Technology System (WITS) to determine probability of being eligible for services under this contract and for probability of having a substance use disorder.
- 7.1.3. Assess clients' income prior to admission using the WITS fee determination model and assure that clients' income information is updated as needed over the course of treatment by asking clients about any changes in income no less frequently than every 4 weeks.
- 7.1.4. Complete an ASAM Level of Care Assessment for all services in Section 4, within two (2) days of the initial Intake Screening in (Section 7.1.2) using the ASI Lite module, in WITS or in another electronic medical/health record system, or an alternative assessment tool as directed by the Department, when the individual is determined probable of being eligible for services. .
- 7.1.5. Make available to the Department upon request, the data from the ASAM Level of Care Assessment and in a format approved by the Department, when using an electronic medical/health record system other than WITS.
- 7.1.6. The Contractor shall complete a clinical evaluation of clients for services in Section 4, as follows:
  - 7.1.6.1. Prior to admission as a part of interim services or within 3 days following admission, and during treatment only when determined by licensed clinician.



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7.2. The Contractor shall determine client eligibility for services under this contract using the eligibility criteria as follows:

- 7.2.1. The individual's income must be below 400% of Federal Poverty Level (FPL);
- 7.2.2. The individual must be a resident of New Hampshire or homeless in New Hampshire;
- 7.2.3. The individual must be determined positive for a substance use disorder (as evidenced in their clinical evaluation, Section 7.1.6
- 7.2.4. The individual is eligible for services described in Section 4 as determined by the ASAM Level of Care Assessment (defined in Section 7.1.4) unless:
  - 7.2.4.1. The client chooses to receive a service with a lower ASAM Level of Care; or
  - 7.2.4.2. The service with the needed ASAM Level of Care is unavailable at the time the level of care is determined in Section 7.1.4, in which case the client may chose:
    - 1. A service with a lower ASAM Level of Care;
    - 2. A service with the next available higher ASAM Level of Care;
    - 3. Be placed on the waitlist until their service with the assessed ASAM Level of Care becomes available as in Section 7.1.4; or
    - 4. Be referred to another agency in the client's service area that provides the service with the needed ASAM Level of Care.

7.3. The Contractor agrees to provide services to all eligible clients who:

- 7.3.1. Receive Medication Assisted Treatment services from other providers such as a client' primary care provider;
- 7.3.2. Have co-occurring mental health disorders; or
- 7.3.3. Are on medications and are taking those medications as prescribed regardless of the class of medication.

7.4. The Contractor shall admit eligible clients for services according to the order of priority described below:

- 7.4.1. Pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame. If the contractor is unable to admit a pregnant woman for the needed level of care within 24 hours, the contractor shall:



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- 7.4.1.1. Assist the pregnant woman with identifying alternative providers and with accessing services with these providers. This assistance must include actively reaching out to identify providers on the behalf of the client.
- 7.4.1.2. Provide interim services until the appropriate level of care becomes available at either the contractor agency or an alternative provider. Interim services shall include:
  - 1. At least one 60 minute individual or group outpatient session per week;
  - 2. Recovery support services as needed by the client;
  - 3. Daily calls to the client to assess and respond to any emergent needs.
- 7.4.2. Individuals who have been administered Narcan to reverse the effects of an opioid overdose either in the 14 days prior to screening or in the period between screening and admission to the program.
- 7.4.3. Individuals with a history of injection drug use including the provision of interim services within 14 days.
- 7.4.4. Individuals with substance use and co-occurring mental health disorders.
- 7.4.5. Individuals with Opioid Use Disorders.
- 7.4.6. Veterans with substance use disorders
- 7.4.7. Individuals with substance use disorders who are involved with the criminal justice system.
- 7.4.8. Individuals who require priority admission at the request of the Department.
- 7.5. The Contractor shall obtain consent from individuals prior to providing services as follows:
  - 7.5.1. For individuals whose age is 12 and older, the Contractor is required to obtain consent from the individual themselves; or
  - 7.5.2. For individuals whose age is under 12, the Contractor is required to obtain consent from the individual's parent or legal guardian.

**8. Waitlist**

- 8.1. The Contractor shall place an eligible individual on a statewide waitlist in WITS when the service with the appropriate ASAM Level of Care (as defined in 7.1.4) is not available for the client at the time of screening as in Section 7.2.4.2.
  - 8.1.1. The Contractor shall keep the client's information up to date on the statewide waitlist.
  - 8.1.2. The Contractor shall notify the Department within 30 days from the effective date



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of the contract, with the name of the staff person who is responsible to monitoring and maintaining the waitlist.

8.1.3. The Contractor shall monitor the waitlist and ensure that clients begin services as soon as possible either under this contract or by a referral to an agency that has an earlier available opening as follows:

8.1.3.1. Anytime a client contacts the agency for a service and that service is not available within 2 business days of contact, they must be immediately added to the agency's waitlist and to the waitlist of other agencies as appropriate.

8.1.3.2. Anytime a client is getting ready to move to a new level of care that will not be provided by the current provider or for which the current provider has a waitlist, the provider shall add the client to the waitlist of other appropriate agencies.

8.1.3.3. Anytime a client is added to the waitlist of another agency, the provider shall complete consent in WITS to allow the agency the client is being referred to review client information in WITS.

8.1.3.4. Every business day, the staff member identified in 8.1.2 shall review pending clients from outside agencies to accept, reject or delete the client as appropriate.

8.1.3.5. Every business day, the staff member identified in 8.1.2 shall review their agency waitlist to ensure that any clients who were on the agency waitlist who are no longer on the waitlist due to admission, inaccessibility, etc. have been removed from the waitlist.

8.1.4. The Contractor shall provide a client on the waitlist interim services, defined as recovery support services or services with a lower ASAM Level of Care, under this contract or by referral to an agency that has an earlier available opening in the client's service area.

## 9. Client Fees and Assistance with Enrolling in Insurance Programs

9.1. The Contractor agrees to collect allowable fees from clients and to assist them with enrolling in private or public insurance programs when appropriate, as follows:

9.1.1. Agrees to using the Sliding Fee Scale and charging the client for their share for services in accordance with Exhibit B.

9.1.2. Agrees not to delay a client's admittance into a Substance Use Disorder Treatment and Recovery Support Services program for services due to a client's inability to immediately pay his or her share of the allowable fees (in accordance with Exhibit B) or pending an insurer's payment

9.1.3. Agrees to assist clients, who are unable to secure financial resources necessary for initial entry into the program, with obtaining other potential sources such as:





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- 9.1.3.1. Assess the client's appropriateness for enrollment in public or private insurance, including but not limited to Medicaid and New Hampshire Health Protection Program, and assist the client in enrolling in an appropriate public or private insurance program; and/or
  - 9.1.3.2. Complete assistance at or before intake, but no later than 14 days after intake.
  - 9.1.3.3. Develop payment plans.
  - 9.1.3.4. Document the assistance in Section 9.1.3 in a progress note.
- 9.2. The Contractor may discontinue services for a client who does not pay their share of the allowable fee(s), only after working with the client as described in Section 9.1.3.
- 9.3. The Contractor shall provide clients with copies of their individual financial accounts, upon the clients' request.

**10. Service Delivery Activities and Requirements**

- 10.1. The Contractor shall assess all clients for risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge based on policies and process approved by the Department within thirty (30) days from the contract effective date.
- 10.2. The Contractor shall assess all clients for withdrawal risk based on ASAM (2013) standards at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and stabilize all clients based on ASAM (2013) guidance and shall:
- 10.2.1. Provide stabilization services when a client's level of risk indicates a service with an ASAM Level of Care that can be provided under this Contract; If a client's risk level indicates a service with an ASAM Level of Care that can be provided under this contract, then the Contractor shall integrate withdrawal management into the client's treatment plan and provide on-going assessment of withdrawal risk to ensure that withdrawal is managed safely.
  - 10.2.2. Refer clients to a facility where the services can be provided when a client's risk indicates a service with an ASAM Level of Care that is higher than can be provided under this Contract; Coordinate with the withdrawal management services provider to admit the client to an appropriate service once the client's withdrawal risk has reached a level that can be provided under this contract. and
- 10.3. The Contractor shall complete treatment plans for all clients based on clinical evaluation data within 3 days of the clinical evaluation (defined in Section 7.1.6) and must address all ASAM (2013) domains and shall:



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- 10.3.1. Be updated based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent;
- 10.3.1. Have Treatment plan goals, objectives, and interventions written in terms that are specific, measurable, attainable, realistic and timely;
- 10.3.2. Evidence the client's involvement in identifying, developing, and prioritizing goals, objectives, and interventions.
- 10.4. The Contractor shall provide case management to clients that includes, at a minimum, coordination or care with Medication Assisted Treatment, physical, behavioral health, and peer recovery support providers as applicable with the client's:
  - 10.4.1. Primary care provider and if the client does not have a primary care provider, the Contractor will make an appropriate referral to one and coordinate care with that provider.
  - 10.4.2. Behavioral health care provider when serving clients with co-occurring substance use and mental health disorders, and if the client does not have a mental health care provider, then the Contractor will make an appropriate referral to one and coordinate care with that provider.
  - 10.4.3. Medication assisted treatment provider.
  - 10.4.4. Peer recovery support provider, and if the client does not have a peer recovery support provider, the Contractor will make an appropriate referral to one and coordinate care with that provider. Such coordination will include actively coordinating with local recovery community organizations (where available) to bring peer recovery support providers into the treatment setting to meet with clients to describe available services and engage clients in peer recovery support services as applicable.
- 10.5. The Contractor shall submit for Department approval within thirty (30) days from the contract effective date, the policies and procedures for coordination of care described in in Section 10.4
- 10.6. The Contractor will make continuing care, transfer, and discharge for all Services in Section 4. The Contractor shall decisions based on ASAM (2013) criteria and complete continuing of care, transfer and discharge plans that address all ASAM (2013) domains as follows:
  - 10.6.1. Begin the process of discharge/transfer planning at the time of the client's intake to the program.
  - 10.6.2. Review the 3 criteria for continuing services or the 4 criteria for transfer/discharge, when addressing continuing care or discharge/transfer that include:

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- 10.6.2.1. Continuing Service Criteria A: The patient is making progress, but has not yet achieved the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his or her treatment goals; or
- 10.6.2.2. Continuing Service Criteria B: The patient is not yet making progress, but has the capacity to resolve his or her problems. He/she is actively working toward the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his/her treatment goals; and /or
- 10.6.2.3. Continuing Service Criteria C: New problems have been identified that are appropriately treated at the present level of care. The new problem or priority requires services, the frequency and intensity of which can only safely be delivered by continued stay in the current level of care. The level of care which the patient is receiving treatment is therefore the least intensive level at which the patient's problems can be addressed effectively
- 10.6.2.4. Transfer/Discharge Criteria A: The Patient has achieved the goals articulated in the individualized treatment plan, thus resolving the problem(s) that justified admission to the present level of care. Continuing the chronic disease management of the patient's condition at a less intensive level of care is indicated; or
- 10.6.2.5. Transfer/Discharge Criteria B: The patient has been unable to resolve the problem(s) that justified the admission to the present level of care, despite amendments to the treatment plan. The patient is determined to have achieved the maximum possible benefit from engagement in services at the current level of care. Treatment at another level of care (more or less intensive) in the same type of services, or discharge from treatment, is therefore indicated; or
- 10.6.2.6. Transfer/Discharge Criteria C: The patient has demonstrated a lack of capacity due to diagnostic or co-occurring conditions that limit his or her ability to resolve his or her problem(s). Treatment at a qualitatively different level of care or type of service, or discharge from treatment, is therefore indicated; or
- 10.6.2.7. Transfer/Discharge Criteria D: The patient has experienced an



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intensification of his or her problem(s), or has developed a new problem(s), and can be treated effectively at a more intensive level of care.

- 10.6.3. The Contractor shall maintain clear documentation that explains why continued services are necessary for Recovery Support Services.
- 10.7. The Contractor will ensure educational information is provided to clients in all programs on HCV/HIV/TB & STD's as evidenced by inclusion in programming.
- 10.8. The Contractor shall deliver services using evidence based practices as demonstrated by meeting one of the following criteria in Section 2.6.
- 10.9. The Contractor shall deliver services in this Contract in accordance with:
  - 10.9.1. The ASAM Criteria (2013). The ASAM Criteria (2013) can be purchased online through the ASAM website at: <http://www.asamcriteria.org/>
  - 10.9.2. The Substance Abuse Mental Health Services Administration (SAMHSA) Treatment Improvement Protocols (TIPs) available at <http://store.samhsa.gov/list/series?name=TIP-Series-Treatment-Improvement-Protocols-TIPS->
  - 10.9.3. The SAMHSA Technical Assistance Publications (TAPs) available at <http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1>
  - 10.9.4. The Requirements in Exhibit K.

**11. Continuous Recovery Monitoring**

- 11.1. The Contractor shall provide Continuous Recovery Monitoring services to clients by providing on-going contact with a client following discharge from the program as follows:
  - 11.1.1. Attempt to contact each client a minimum of three (3) times over the course of one week by telephone at a reasonable time when the client would normally be available.
  - 11.1.2. Provide to the Department within 30 days of the contract effective date, the policies and procedures in place for at least one completed biweekly contact as in Sections 11.1.3 through 11.1.8, by telephone or face to face, with the client following discharge. Contact clients at least bi-weekly and no less frequently than:
    - 11.1.2.1. 3 months post-discharge which is defined as 60 to 120 days from the last treatment service.
    - 11.1.2.2. 6 months post-discharge which is defined as 150 to 210 days from the last treatment service.
    - 11.1.2.3. 12 months post-discharge which is defined as 330 to 390 days



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from the last treatment service.

- 11.1.3. Inquire on the status of each client's recovery.
- 11.1.4. Identify any client needs.
- 11.1.5. Assist the client with addressing the needs identified in Section 11.1.4.
- 11.1.6. Provide early intervention to clients who have relapsed or whose recovery is at risk, as identified in Section 11.1.4, and record the same.
- 11.1.7. Include assessment of the National Outcomes Measures (NOMS) based client outcomes in WITS.
- 11.1.8. Complete the Client Follow-Up in WITS within 3 days of each completed contact.
- 11.2. The Contractor shall comply with performance of Exhibit A, Section 11.1.2, as follows:
  - 11.2.1. Twenty-five percent (25%) of discharged clients shall be contacted three (3) months after discharge.
  - 11.2.2. Ten percent (10%) of discharged clients shall be contacted (6) months after discharge.
  - 11.2.3. Five percent (5%) of discharged clients shall be contacted twelve (12) months after discharge.

**12. Tobacco Cessation**

- 12.1. The Contractor shall offer tobacco cessation tools and education to all eligible clients receiving services in this contract as follows:
  - 12.1.1. Asses clients for motivation in stopping the use of tobacco products;
  - 12.1.2. Offer resources such as but not limited to the Department's Tobacco Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the QuitLine; and
  - 12.1.3. Shall not use tobacco use, in and of itself, as grounds for discharging clients from services being provided under this contract.

**13. Tobacco Free Environment**

- 13.1. The Contractor shall have policies and procedures that create a tobacco-free environment. At a minimum these policies shall:
  - 13.1.1. Include the smoking of any tobacco product, the use of oral tobacco products or "spit" tobacco, and the use of electronic devices;
  - 13.1.2. Apply to employees, clients and employee or client visitors;
  - 13.1.3. Prohibit the use of tobacco products within the contractor's facilities at



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any time.

- 13.1.4. Prohibit the use of tobacco in any contractor owned vehicle.
- 13.1.5. Include whether or not use of tobacco products is prohibited outside of the facility on the grounds.
- 13.1.6. If use of tobacco products is allowed outside of the facility on the grounds:
  - 13.1.6.1. There shall be a designated smoking area(s) which is located at least 20 feet from the main entrance.
  - 13.1.6.2. All materials used for smoking in this area, including cigarette butts and matches, will be extinguished and disposed of in appropriate containers.
  - 13.1.6.3. Contractors will ensure periodic cleanup of the designated smoking area.
  - 13.1.6.4. If the designated smoking area is not properly maintained, it can be eliminated at the discretion of the contractor.
- 13.1.7. Prohibit tobacco use in any company vehicle.
- 13.1.8. Prohibit tobacco use in personal vehicles when transporting people on authorized business.
- 13.1.9. Post the tobacco free environment policy in the contractor's facilities and vehicles and included in employee, client, and visitor orientation.

**14. Resiliency and Recovery Oriented System of Care (RROSC)**

- 14.1. The Contractor shall engage in and promote a Resiliency and Recovery Oriented System of Care (RROSC) at a minimum:
  - 14.1.1. Provide families and communities with education around Substance Use Disorders Treatment and Recovery Support Services;
  - 14.1.2. Work with the Department's regional public health networks in order to reduce stigma associated with substance misuse and increase collaboration between prevention, treatment, and community supports.

**15. Service Management and Monitoring**

- 15.1. The Contractor shall maintain a consistent service capacity for Substance Use Disorder Treatment and Recovery Support Services statewide by:
  - 15.1.1. Monitoring its individual capacity to consistently and evenly deliver these services; and
  - 15.1.2. Monitoring and managing the utilization levels of care and service array required under this contract throughout the contract period.
  - 15.1.3. No less than monthly, the Contractor shall monitor the percentage of the



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contract funding expended relative to the percentage of the contract period that has elapsed. If there is a difference of more than 10% between expended funding and elapsed time on the contract the contractor shall notify the Department within 5 days and submit a plan for correcting the discrepancy within 10 days of notifying the Department.

- 15.1.4. Beginning on July 1, 2016 and continuing every three months thereafter, the Department shall review the Contractor's utilization as described in Section 15.1.3 above. If the Contractor's expended funding is more than 25% below the elapsed time on the contract, the Department may amend the contract to reduce the overall price limitation.

**16. Service Area**

- 16.1. The Contractor will provide services described in this Scope of Work to any eligible client, regardless of where the client lives or works in New Hampshire.

**17. Residential Facilities License**

- 17.1. A residential facilities license from the Department's Bureau of Health Facilities Administration is not applicable for this Contract.

**18. Staffing Requirements**

- 18.1. The Contractor shall meet the minimum staffing requirements as follows:
- 18.1.1. At least one Masters Licensed Alcohol and Drug Counselor (MLADC) or Licensed Alcohol and Drug Counselor (LADC) who also holds the Licensed Clinical Supervisor (LCS) credential;
  - 18.1.2. At least one MLADC or Licensed Alcohol and Drug Counselor (LADC) for every two unlicensed counselors providing clinical services;
  - 18.1.3. A sufficient number of:
    - 18.1.3.1. MLADCs to adequately provide for staff clinical supervision; and/or
    - 18.1.3.2. A sufficient number of LADCs with the LCS (Licensed Clinical Supervisor) credential to adequately provide for staff clinical supervision; and
    - 18.1.3.3. At least one Certified Recovery Support Worker (CRSW) for every 50 clients or portion thereof.
- 18.2. The Contractor shall utilize CRSWs to provide treatment services within their scope of practice as defined by New Hampshire Administrative Rule Title XXX, Chapter 330-C, Section 13.
- 18.3. Unlicensed staff providing clinical or recovery support services must hold a CRSW within 6 months of hire or effective date of this contract, whichever is later.



Exhibit A

- 18.4. Have policies and procedures related to student interns to address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract, including but not limited to:
  - 18.4.1. The Contractor shall base intern responsibilities and caseloads on student learning needs and school requirements and shall not utilize interns as adjunct staff to meet the staffing needs of the Contractor.
  - 18.4.2. Have student interns complete an approved ethics course prior to beginning their internship.
  - 18.4.3. Provide ongoing clinical supervision that includes:
    - 18.4.4. Weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress;
    - 18.4.5. Group supervision to help optimize the learning experience, when enough candidates are under supervision;
  - 18.4.6. Content that covers the:
    - 18.4.6.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee, and that covers;
    - 18.4.6.2. The core functions as described in the Twelve Core Functions of Alcohol and Drug Counseling, available at <http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171>; and
    - 18.4.6.3. The standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics.
- 18.5. The Contractor shall notify the Department, in writing of changes in key personnel and provide, within five (5) business days to the Department, updated resumes that clearly indicate the staff member is employed by the Contractor. Key personnel are those staff for whom at least 10% of their work time is spent providing alcohol or other drug abuse treatment services.
- 18.6. The Contractor shall notify the Department in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. The Contractor shall provide a copy of the resume of the employee, which clearly indicates the staff member is employed by the Contractor, with the notification.
- 18.7. The Contractor shall notify the Department in writing and submit a corrective action plan for Department approval within 14 days, when staffing does not meet the requirements defined in 18.1 through 18.4.





**Exhibit A**

- 18.8. The Contractor shall provide in-service training to all staff involved in client care within 15 days of the contract effective date or the staff person's start date, if after the contract effective date, and at least every 90 days thereafter on the following:
- 18.8.1. The contract requirements;
  - 18.8.2. Requirements in Exhibit K;
  - 18.8.3. SAMHSA Substance Abuse Prevention and Treatment Block Grant requirements relative to treatment services using a checklist provided by the Department; and
  - 18.8.4. All other relevant policies and procedures provided by the Department.
- 18.9. The Contractor shall provide in-service training or ensure attendance at an approved training by the Department to clinical staff on HCV/HIV/TB & STD's annually. The contractor shall provide the Department with a list of staff attending an in-service training or Certificates of Attendance.
- 18.10. The Contractor shall provide suitable office, treatment, and meeting space that complies with all fire, health, and safety codes and is handicapped and wheelchair accessible.

**19. Web Information Technology System**

- 19.1. The Contractor shall use the Web Information Technology System to record all encounter notes such as client activity and client contact within (3) days following the activity or contact including but not limited to: screening, fee determination, admission, billing, disenrollment, and discharge data.
- 19.2. The Contractor agrees that all encounter notes will include a record of the clinical content of the session. Encounter notes will be oriented track to client's progress with specific treatment goals.

**20. Quality Assurance**

- 20.1. The Contractor shall participate in all quality improvement activities requested by the Department such as, but not limited to:
- 20.1.1. Submission of monthly, web based contract compliance reports no later than the 10<sup>th</sup> day of the month following the reporting month;
  - 20.1.2. Participation in electronic and in-person client record reviews;
  - 20.1.3. Participation in site visits;
  - 20.1.4. Reporting on National Outcome Measures (NOMs) data in WITS for:
    - 20.1.4.1. 100% of all clients at admission;
    - 20.1.4.2. 100% of all clients who are discharged because they have completed treatment or transferred to another program;



**Exhibit A**

- 20.1.4.3. 50% of all clients who are discharged for reasons other than those specified above in Section 20.1.4.2;
- 20.1.4.4. 25% of all clients who are 3 months post-discharge as defined in Section 11.1.2.1;
- 20.1.4.5. 10% of all clients who are 6 months post-discharge as defined in Section 11.1.2.2;
- 20.1.4.6. 5% of all clients who are 12 months post-discharge as defined in Section 11.1.2.3;
- 20.1.4.7. The above NOMs reporting requirements are minimum requirements and the Contractor shall attempt to achieve greater reporting results when possible.

20.1.5. Participation in training and technical assistance activities as directed by the Department, including but not limited to the ASAM Community of Practice developed by the Center for Excellence (the Department's Drug and Alcohol Services Technical Assistance Contractor).

**21. Performance Incentives**

21.1. The Contractor agrees that up to six (6) percent of the contract's maximum price limitation in Box 1.8 of the General Provision, Form P-37 will be reserved by the Department for performance incentives, except when there is a priority to pay for services. The Contractor agrees to the Department using all or some of the reserved funding to continue to pay for services when the Contractor has been reimbursed for at least 94% of the contract's price limitation for services.

21.1.1. The Contractor is eligible for incentive payments when successfully meeting the performance criteria in Section 21.1.2 and when there is available funding as in Section 21.1 at the time the Contractor meets the performance criteria.

21.1.2. The Contractor's performance criteria and incentive payments are as follows:

Performance Criteria	Incentive Payment
Access to Services: for each client who screens eligible for services and starts receiving services, other than evaluation, whether for the identified service for the ASAM Level of Care or interim services, within 10 business days following the eligibility screening.	The Contractor will receive an incentive payment of \$75.00
Completion: for each client who is discharged from the program because they have completed treatment or	The Contractor will receive an incentive payment of



Exhibit A

Performance Criteria	Incentive Payment
transferred to another treatment provider as recorded in the Discharge Type field of the WITS Discharge Module.	\$75.00
Client Outcomes: for each client who was discharged from the program and meets at least 3 of the Outcome Criteria (in Section 21.1.2.1) in the 3 <sup>rd</sup> and/or 6 <sup>th</sup> month post-discharge, as evidenced by the WITS Follow-Up Module.	The Contractor will receive an incentive payment of \$50.00
Client Outcomes: for each client who was discharged from the program and meets at least 3 of the Outcome Criteria (below in Section 12.1.2.1) in the 12 <sup>th</sup> month post-discharge, as evidenced by the WITS Follow-Up Module.	The Contractor will receive an incentive payment of \$100.00

21.1.2.1. The Contractor agrees to the post discharge outcome criteria as follows:

1. **Abstinence:** The client reports reduced or no substance use in the past 30 days prior to the contact.
2. **Employment/Education:** The client reports increased or retained employment or the client reports returning to or staying in school at the time of contact.
3. **Crime and Criminal Justice:** The client reports no arrests in the past 30 days prior to contact.
4. **Stability in Housing:** The client reports being in stable housing defined as not homeless or at risk of being homeless, at the time of contact.
5. **Social Connectedness:** The client reports engagement in Recovery Support Services, Care Coordination, and/or Community Based Support Groups in the past 30 days prior to contact.

21.1.2.2. The Contractor agrees that Performance Incentives will be calculated and paid on a monthly basis for clients meeting criteria in the previous month.

21.1.2.3. The Contractor may submit screening disposition data for all clients, regardless of payer source, at 6 months and 12 months from the contract effective date.

1. The Contractor may receive \$1,000 for each submission (if funding is available in the contract at the time the



**Exhibit A**

Contractor submits the data, with priority of funding being for services). Screening disposition data must include:

- a. Total number of clients screened for services
- b. Number of client screened appropriate for services
- c. Number of clients engaging in services who's payer was:
  - i. This contract
  - ii. New Hampshire Health Protection Plan
  - iii. New Hampshire Medicaid
  - iv. Medicare
  - v. Private Insurance
  - vi. Self-Pay

**22. Liquidated Damages**

- 22.1. The Contractor and the Department agree that the Web Information Technology System (WITS) shall be the source of record with data polls beginning September 1, 2016 and every 5 months thereafter.
- 22.2. The Contractor and the Department agree that it will be extremely impracticable and difficult to determine actual damages that the Department will sustain in the event that the vendor fails to maintain the required performance standards in Section 11.2, throughout the life of the contract. Any breach by the Contractor will delay and disrupt the Department's operations and obligations and lead to significant damages. Therefore, the parties agree that the liquidated damages as specified in the sections below are reasonable.
- 22.3. Assessment of liquidated damages shall be in addition to, not in lieu of, such other remedies as may be available to the Department. Except and to the extent expressly provided herein, the Department shall be entitled to recover liquidated damages cumulatively under each section applicable to any given incident.
- 22.4. The Department shall make all assessments of liquidated damages. Should the Department determine that liquidated damages may, or will be assessed; the Department shall notify the Contractor as specified in Section 23, Notifications and Remedies for Liquidated Damages, below.
- 22.5. The Contractor shall submit a written Corrective Action Plan to the Department within five (5) business days of receiving notification as specified in Section 23, Notifications and Remedies for Liquidated Damages., for review and approval prior to implementation of the corrective action plan.



**Exhibit A**

- 22.6. The Contractor agrees that as determined by the Department, failure to provide services that meet the performance standards in Section 11.2 shall result in liquidated damages as specified in Section 23, Notifications and Remedies for Liquidated Damages. The Department's decision to assess liquidated damages must be reasonable, based in fact and made in good faith.
- 22.7. The remedies specified in Section 23, Notifications and Remedies for Liquidated Damages, shall apply until the failure is cured or resulting dispute is resolved in the Contractor's favor.
- 22.8. Liquidated damages in the amount of \$2,500 for failure to meet all three of the performance measures in Section 11.2, except for Section 11.2.1 the liquidated damage shall be assessed when the percentage falls below 15%, at the time specified in Section 22.1.
- 22.9. The Department will deduct the amount of liquidated damages being assessed from the amount the Department owes on the monthly billing submitted to the Department after the assessment of liquidated damages.
- 22.10. The amount of liquidated damages assessed by the Department to the Contractor shall not exceed the price limitation in Form P-37, General Provisions, block 1.8, Price Limitation.

**23. Notifications and Remedies for Liquidated Damages.**

- 23.1. Prior to the imposition of liquidated damages or any other remedies under this Contract, including termination for breach, the Department shall issue written notice of remedies that shall include, as applicable:
  - 23.1.1. A citation to the Contract provision violated.
  - 23.1.2. The remedies to be applied and the date the remedies shall be imposed.
  - 23.1.3. The basis for the Department's determination that the remedies shall be imposed.
  - 23.1.4. A request for a Corrective Action Plan.
  - 23.1.5. The timeframe and procedure for the Contractor to dispute the Department's determination. The Contractor's dispute of liquidated damages or remedies shall not stay the effective date of the proposed liquidated damages or remedies.
  - 23.1.6. If the failure is not resolved within the cure period, liquidated damages may be imposed retroactively to the date of failure to perform and continue until the failure is cured or any resulting dispute is resolved in the Contractor's favor.
- 23.2. In connection with any action taken or decision made by the Department with respect to this Contract, within ninety (90) days following the action or decisions,



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the Contractor may protest such action or decision by the delivery of a notice of protest to the Department and by which the Contractor may protest said action or decision and/or request an informal hearing with the Director of the Bureau of Drug and Alcohol Services.

23.2.1. The Contractor shall provide the Department with an explanation of its position protesting the Department's action or decision.

23.2.2. The Director shall determine a time that is mutually agreeable to the parties during which they may present their views on the disputed issues. It is understood that the presentation and discussion of the disputed issues will be informal in nature.

23.2.3. The Director shall provide written notice of the time, format and location of the presentation.

23.2.4. At the conclusion of the presentations, the Director shall consider all evidence and shall render a written recommendation as soon as practicable, but in no event more than thirty (30) days after the conclusion of the presentation.

23.2.5. The Director may appoint a designee to hear and determine the matter.

**24. State and Federal Requirements**

24.1. If there is any error, omission, or conflict in the requirements listed below, the applicable Federal, State, and Local regulations, rules and requirements shall control. The requirements specified below are provided herein to increase the Contractor's compliance.

24.2. The Contractor agrees to the following state and/or federal requirements for Program requirements for specialty treatment for pregnant and parenting women:

24.2.1. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.

24.2.2. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.

24.2.3. The program provides or arranges for primary medical care for women who are receiving substance abuse services, including prenatal care.

24.2.4. The program provides or arranges for child care with the women are receiving services.

24.2.5. The program provides or arranges for primary pediatric care for the women's children, including immunizations.

24.2.6. The program provides or arranges for gender-specific substance abuse treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, and parenting.

24.2.7. The program provides or arranges for therapeutic interventions for

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Exhibit A

- children in custody of women in treatment which may, among other things, address the children's developmental needs and their issues of sexual abuse, physical abuse, and neglect.
- 24.2.8. The program provides or arranges for sufficient case management and transportation services to ensure that the women and their children have access to the services described above.
- 24.2.9. Arrange for means activities to assist the client in finding and engaging in a service, which may include, but is not limited to helping the client to locate an appropriate provider, referring clients to the needed service provider, setting up appointments for clients with those providers, and assisting the client with attending appointments with the service provider.
- 24.3. The Contractor agrees to the following state and federal requirements for all programs in this Contract as follows:
- 24.3.1. Within 7 days of reaching 90% of capacity, the program notifies the state that 90% capacity has been reached.
- 24.3.2. The program admits each individual who requests and is in need of treatment for intravenous drug abuse not later than:
- 24.3.1.1. 14 days after making the request; or
- 24.3.1.2. 120 days if the program has no capacity to admit the individual on the date of the request and, within 48 hours after the request, the program makes interim services available until the individual is admitted to a substance abuse treatment program
- 24.3.2. The program offers interim services that include, at a minimum, the following:
- 24.3.2.1. Counseling and education about HIV and Tuberculosis (TB), the risks of needle-sharing, the risks of transmission to sexual partners and infants, and steps that can be taken to ensure that HIV and TB transmission does not occur
- 24.3.2.2. Referral for HIV or TB treatment services, if necessary
- 24.3.2.3. Individual and/or group counseling on the effects of alcohol and other drug use on the fetus for pregnant women and referrals for prenatal care for pregnant women
- 24.3.3. The program has established a waiting list that includes a unique patient identifier for each injecting drug abuser seeking treatment, including patients receiving interim services while awaiting admission.
- 24.3.4. The program has a mechanism that enables it to:
- 24.3.4.1. Maintain contact with individuals awaiting admission
- 24.3.4.2. Admit or transfer waiting list clients at the earliest possible time



**Exhibit A**

to an appropriate treatment program within a service area that is reasonable to the client.

24.3.4.3. The program takes clients awaiting treatment off the waiting list only when one of the following conditions exist:

1. Such persons cannot be located for admission into treatment or
2. Such persons refuse treatment

24.3.5. The program carries out activities to encourage individuals in need of treatment services to undergo treatment by using scientifically sound outreach models such as those outlined below or, if no such models are applicable to the local situation, another approach which can reasonably be expected to be an effective outreach method.

24.3.6. The program has procedures for:

24.3.6.1. Selecting, training, and supervising outreach workers.

24.3.6.2. Contacting, communicating, and following up with high-risk substance abusers, their associates, and neighborhood residents within the constraints of Federal and State confidentiality requirements.

24.3.6.3. Promoting awareness among injecting drug abusers about the relationship between injecting drug abuse and communicable diseases such as HIV.

24.3.6.4. Recommending steps that can be taken to ensure that HIV transmission does not occur.

24.3.7. The program directly, or through arrangements with other public or non-profit private entities, routinely makes available the following TB services to each individual receiving treatment for substance abuse:

24.3.7.1. Counseling the individual with respect to TB.

24.3.7.2. Testing to determine whether the individual has been infected with mycobacteria TB to determine the appropriate form of treatment for the individual.

24.3.7.3. Providing for or referring the individuals infected by mycobacteria TB appropriate medical evaluation and treatment.

24.3.8. For clients denied admission to the program on the basis of lack of capacity, the program refers such clients to other providers of TB services.

24.3.9. The program has implemented the infection control procedures that are





Exhibit A

- consistent with those established by the Department to prevent the transmission of TB and that address the following:
- 24.3.9.1. Screening patients and identification of those individuals who are at high risk of becoming infected.
  - 24.3.9.2. Meeting all State reporting requirements while adhering to Federal and State confidentiality requirements, including 42 CFR part 2.
  - 24.3.9.3. Case management activities to ensure that individuals receive such services.
  - 24.3.9.4. The program reports all individuals with active TB as required by State law and in accordance with Federal and State confidentiality requirements, including 42 CFR part 2.
- 24.3.10. The program gives preference in admission to pregnant women who seek or are referred for and would benefit from Block Grant funded treatment services. Further, the program gives preference to clients in the following order:
- 24.3.10.1. To pregnant and injecting drug users first.
  - 24.3.10.2. To other pregnant substance users second.
  - 24.3.10.3. To other injecting drug users third.
  - 24.3.10.4. To all other individuals fourth.
- 24.3.11. The program refers all pregnant women to the State when the program has insufficient capacity to provide services to any such pregnant women who seek the services of the program.
- 24.3.12. The program makes available interim services within 48 hours to pregnant women who cannot be admitted because of lack of capacity.
- 24.3.13. The program makes continuing education in treatment services available to employees who provide the services.
- 24.3.14. The program has in effect a system to protect patient records from inappropriate disclosure, and the system:
- 24.3.14.1. Is in compliance with all Federal and State confidentiality requirements, including 42 CFR part 2.
  - 24.3.14.2. Includes provisions for employee education on the confidentiality requirements and the fact that disciplinary action may occur upon inappropriate disclosure.
- 24.3.15. The program does not expend SAPT Block Grant funds to provide inpatient hospital substance abuse services, except in cases when



Exhibit A

each of the following conditions is met:

- 24.3.15.1. The individual cannot be effectively treated in a community-based, non-hospital, residential program.
- 24.3.15.2. The daily rate of payment provided to the hospital for providing the services does not exceed the comparable daily rate provided by a community-based, non-hospital, residential program.
- 24.3.15.3. A physician makes a determination that the following conditions have been met:
  1. The primary diagnosis of the individual is substance abuse and the physician certifies that fact.
  2. The individual cannot be safely treated in a community-based, non-hospital, residential program.
  3. The service can be reasonably expected to improve the person's condition or level of functioning.
  4. The hospital-based substance abuse program follows national standards of substance abuse professional practice.
  5. The service is provided only to the extent that it is medically necessary (e.g., only for those days that the patient cannot be safely treated in community-based, non-hospital, residential program.)
- 24.3.16. The program does not expend Substance Abuse Prevention and Treatment (SAPT) Block Grant funds to purchase or improve land; purchase, construct, or permanently improve (other than minor remodeling) any building or other facility; or purchase major medical equipment.
- 24.3.17. The program does not expend SAPT Block Grant funds to satisfy and requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds.
- 24.3.18. The program does not expend SAPT Block Grant funds to provide financial assistance to any entity other than a public or nonprofit private entity.
- 24.3.19. The program does not expend SAPT Block Grant funds to make payments to intended recipients of health services.
- 24.3.20. The program does not expend SAPT Block Grant funds to provide individuals with hypodermic needles or syringes.



Exhibit A

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- 24.3.21. The program does not expend SAPT Block Grant funds to provide treatment services in penal or corrections institutions of the State.
- 24.3.22. The program uses the Block Grant as the "payment of last resort" for services for pregnant women and women with dependent children, TB services, and HIV services and, therefore, makes every reasonable effort to do the following:
- 24.3.22.1. Collect reimbursement for the costs of providing such services to persons entitled to insurance benefits under the Social Security Act, including programs under title XVIII and title XIX; any State compensation program, any other public assistance program for medical expenses, any grant program, any private health insurance, or any other benefit program.
- 24.3.22.2. Secure from patients of clients payments for services in accordance with their ability to pay.
- 24.4. The Contractor shall comply with all relevant state and federal laws such as but not limited to:
- 24.4.1. The Contractor shall, upon the direction of the State, provide court-ordered evaluation and a sliding fee scale (in Exhibit B) shall apply and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals.
- 24.4.2. The Contractor shall comply with the legal requirements governing human subject's research when considering research, including research conducted by student interns, using individuals served by this contract as subjects. Contractors must inform and receive the Department's approval prior to initiating any research involving subjects or participants related to this contract. The Department reserves the right, at its sole discretion, to reject any such human subject research requests.
- 24.4.3. Contractors shall comply with the Department's Sentinel Event Reporting Policy.



Exhibit B

**Method and Conditions Precedent to Payment**

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, of the General Provisions, for the services provided by the Contractor pursuant to Exhibit A.
2. This Agreement is funded by:
  - 2.1. New Hampshire General Funds;
  - 2.2. Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment Funds;
  - 2.3. Federal Funds from the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959); and
  - 2.4. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements.
3. The Contractor agrees to be reimbursed for services listed in Exhibit B-1 on a fee for service basis, unless otherwise stated. The Contractor agrees the fees for services are all-inclusive rates to deliver the services and to meet the requirements in Exhibit A.
4. Method for Charging Services under this Contract
  - 4.1. The Contractor agrees to:
    - 4.1.1. Directly bill and receive payments for services provided under this contract from public and private insurance plans, the clients, and the Department;
    - 4.1.2. Assuring a billing and payment system that enables expedited processing to the greatest degree possible so that a client's admittance into the program is not unduly delayed, and overpayments are immediately refunded.
    - 4.1.3. Maintaining an accurate accounting and records for all services billed, payments received and overpayments (if any) refunded.
  - 4.2. The Contractor agrees to determine and charge for services provided to an eligible client under this contract, as follows:
    - 4.2.1. The Contractor shall charge up to the Contract Rate, in Exhibit B-1, by first charging the client's private insurance when the insurers' rates are at or lower than the Contract Rate.
    - 4.2.2. The Contractor shall charge the client according to a Sliding fee scale, in Section 8, when the Contractor determines or anticipates that the private insurer will not remit payment for the full amount of the Contract Rate in Exhibit B-1.
    - 4.2.3. If, after the Contractor charges the client's insurer (if applicable) and the client, any portion of the Contract Rate remains unpaid, the Contractor shall charge the



Exhibit B

Department the balance (the Contract Rate less the private insurer and the client cost shares).

- 4.3. The Contractor agrees the amount charged to the client shall not exceed the Contract Rate in Exhibit B-1 multiplied by the corresponding percentage stated in Section 8 Sliding fee scale for the client's applicable income level.
  - 4.4. The Contractor shall not charge the combination of the public or private insurer, the client and the Department an amount greater than the Contract Rate in Exhibit B-1.
  - 4.5. In the event of an overpayment (wherein the combination of all payments received by the Contractor) for a given service exceeds the Contract Rate stated in Exhibit B-1, the Contractor shall refund the parties in the reverse order, unless the overpayment was due to insurer, client or Departmental error. In instances of payer error, the Contractor shall refund the party who erred, and adjust the charges to the other parties, according to a correct application of the Sliding Fee Schedule.
5. The Contractor shall submit billing through the Website Information Technology System (WITS) for services listed in Exhibit B-1, Enhanced Services (See Section 6) as follows:
- 5.1. Enter encounter note(s) into WITS no later than three (3) days after the date the service was provided to the client.
  - 5.2. Review the encounter notes no later than 20 days following the last day of the billing month, and notify the Department that encounter notes are ready for review.
  - 5.3. Correct errors, if any, in the encounter notes as identified by the Department no later than 7 days after being notified of the errors and notify the Department the notes have been corrected and are ready for review.
  - 5.4. Batch and transmit the encounter notes upon Department approval for the billing month.
    - 5.4.1. Submit separate batches for each billing month.
  - 5.5. Agrees that encounter notes submitted for review after sixty (60) days of the last day of the billing month may be subject to non-payment.
6. Payment for Enhanced Services:
- 6.1. The Department will reimburse the Contractor for Enhanced Services based on actual activities and services directly provided to the client, as defined in Exhibit A, Section 6.1.1.3
  - 6.2. The Contractor shall be reimbursed up to the amount in Exhibit B-1.
  - 6.3. The Contractor shall submit actual expenses on a Department defined invoice.
  - 6.4. The Contractor shall provide a clear description of each expense, the amount of each expense, and the total of all expenses for the billing period.
  - 6.5. The Department will reimburse on allowable expenses, in accordance with applicable state and federal laws and regulations.
  - 6.6. The Contractor will submit an invoice by the 20th day of each month, which identifies and requests reimbursement for authorized expenses incurred for enhanced services in



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the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement. Invoices must be submitted to:

Financial Manager  
Division of Community Based Care Services  
Bureau of Drug and Alcohol Services  
105 Pleasant Street,  
Main Bldg., 3<sup>rd</sup> Floor North  
Concord, NH 03301

7. Payment for Crisis Services to Existing Clients and their Significant Others:

7.1. The Department will reimburse the Contractor for Crisis Services as a fee for service either as individual outpatient services or individual recovery support services (non-clinical) as defined in Exhibit A, Section 5.2 or 5.3, respectively and at the rates, unit type, and service limit in Exhibit B-1.

8. Sliding Fee Scale

8.1. The Sliding Fee Scale shall apply to the services listed in Exhibit B-1 except Enhanced Services (See Section 7) as follows:

8.2. The Contractor will charge the client their portion of the Contract Rate (Maximum Allowed Charge) found in Exhibit B-1, based on the following sliding fee scale as follows:

8.2.1. When the client's income is 0% to 138% of the Federal Poverty Level (FPL), the Contractor will charge the client 0% of the Contract Rate.

8.2.2. When the client's income is 139 to 149% of the Federal Poverty Level (FPL), the Contractor will charge the client 8% of the Contract Rate.

8.2.3. When the client's income is 150% to 199% of the Federal Poverty Level (FPL), the Contractor will charge the client 12% of the Contract Rate.

8.2.4. When the client's income is 200% to 249% of the Federal Poverty Level (FPL), the Contractor will charge the client 25% of the Contract Rate.

8.2.5. When the client's income is 250% to 299% of the Federal Poverty Level (FPL), the Contractor will charge the client 40% of the Contract Rate.

8.2.6. When the client's income is 300% to 349% of the Federal Poverty Level (FPL), the Contractor will charge the client 57%% of the Contract Rate.

8.2.7. When the client's income is 350% to 399% of the Federal Poverty Level (FPL), the Contractor will charge the client 77% of the Contract Rate.

8.3. The Contractor shall not deny a minor child (under the age of 18) services because of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

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Exhibit B

9. Non Reimbursement for Services

9.1. The State will not reimburse the Contractor for services provided through this contract when a client has or may have an alternative payer for services described in this scope of work, such as:

9.1.1. Services covered by New Hampshire Health Protection Program for clients who are eligible for the New Hampshire Health Protection Program.

9.1.2. Services covered by New Hampshire Medicaid for clients who are eligible for New Hampshire Medicaid.

9.1.3. Services covered by Medicare for clients who are eligible for Medicare.

9.1.4. Services covered by the client's private insurer(s) at a rate greater than the contract rate (in Exhibit B-1) set by the Department.

9.2. Notwithstanding Section 9.1 above, the Contractor may seek reimbursement from the State for services provided under this contract when a client needs a service that is not covered by the payers listed in Section 9.1.

10. When the contract price limitation is reached the program shall continue to operate at full capacity at no charge to the Department for the duration of the contract period.

11. Funding may not be used to replace funding for a program already funded from another source.

12. The Contractor will keep records of their activities related to Department programs and services.

13. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

14. Contractor will have forty-five (45) days from the end of the contract period to submit to the Department final invoices for payment. Any adjustments made to a prior invoice will need to be accompanied by supporting documentation.

15. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:

15.1. The Contractor agrees to use the SAPT funds as the payment of last resort.

15.2. The Contractor agrees to the following funding restrictions on SAPT Block Grant expenditures to:

15.2.1. Make cash payments to intended recipients of substance abuse services.



Exhibit B

- 
- 15.2.2. Expend more than the amount of Block Grant funds expended in Federal Fiscal Year 1991 for treatment services provided in penal or correctional institutions of the State.
- 15.2.3. Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
- 15.2.4. Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.
- 15.3. The Contractor agrees to the Charitable Choice federal statutory provisions as follows:
- 15.3.1. Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.





Exhibit B-1

**Service and Fee Table**

1. The Contractor shall be reimbursed for the Services and up to the Contract Rates in Table A below.
- a. The Contract Rates in the Table A are the maximum allowed charged used in the Methods for Charging for Services under this Contract in Exhibit B, Section 4.

**Table A**

Service	Contract Rate (Maximum Allowed Charge)	Unit	Service Limit
Clinical Evaluation	\$250.00	Per evaluation	1 evaluation per 90 days, per client
Individual Outpatient	\$20.00	15 min	\$200 of combined individual & group per week, per client
Group Outpatient	\$6.00	15 min	
Continuous Recovery Monitoring - Attempted	\$15.00	Per 3 attempted contacts over the course of at least 1 week	\$60 of combined attempted and completed per month for the first 12 months post discharge, per client
Continuous Recovery Monitoring - Completed	\$15.00	Per 1 completed contact	
Individual Recovery Support Services (Non-Clinical)	\$15.00	15 min	\$160 of combined individual & group per week, per client
Group Recovery Support Services (Non-Clinical)	\$5.00	15 min	
Enhanced Services	Cost Reimbursement	Cost Reimbursement	Up to \$350, and according to Section 6 of Exhibit B. This amount is inclusive of the amount in the Box 1.8 of the P-37.



**SPECIAL PROVISIONS**

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
  - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
  - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
  - 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
  - 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
  - 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

New Hampshire Department of Health and Human Services  
Exhibit C



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
  - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
  - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
  - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or

*CV2*  
Date 2-25-16



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis

New Hampshire Department of Health and Human Services  
Exhibit C



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

**DEFINITIONS**

As used in the Contract, the following terms shall have the following meanings:

**COSTS:** Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

**DEPARTMENT:** NH Department of Health and Human Services.

**FINANCIAL MANAGEMENT GUIDELINES:** Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

**PROPOSAL:** If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

**UNIT:** For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

**FEDERAL/STATE LAW:** Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

**CONTRACTOR MANUAL:** Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

**SUPPLANTING OTHER FEDERAL FUNDS:** The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



**REVISIONS TO GENERAL PROVISIONS**

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
  4. **CONDITIONAL NATURE OF AGREEMENT.**  
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
  - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. The Division reserves the right to renew the Contract for up to two additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner  
NH Department of Health and Human Services  
129 Pleasant Street,  
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
  - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
    - 1.2.1. The dangers of drug abuse in the workplace;
    - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
    - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
    - 1.4.1. Abide by the terms of the statement; and
    - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency



New Hampshire Department of Health and Human Services  
Exhibit D



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
    - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)


44 ROBERTS ROAD CANAAN, NH 03741  
2 PARK STREET LEBANON, NH 03741

Check  if there are workplaces on file that are not identified here.

Contractor Name: HALO Educational Systems

2-25-16

Date

  
Name: Elene Van Zandt  
Title: Managing Director



**CERTIFICATION REGARDING LOBBYING**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- \*Temporary Assistance to Needy Families under Title IV-A
- \*Child Support Enforcement Program under Title IV-D
- \*Social Services Block Grant Program under Title XX
- \*Medicaid Program under Title XIX
- \*Community Services Block Grant under Title VI
- \*Child Care Development Block Grant under Title IV

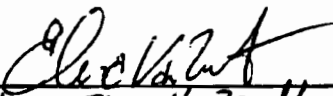
The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name: HALO Educational Systems

2-25-16  
Date

  
Name: Elena Van Zandt  
Title: Managing Director



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

**PRIMARY COVERED TRANSACTIONS**


11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
  - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

**LOWER TIER COVERED TRANSACTIONS**

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
  - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: HALO Educational Systems

2-25-16  
Date

  
Name: Elena Van Zandt  
Title: Managing Director



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO  
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND  
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials

EVJ

Date

2-25-16

New Hampshire Department of Health and Human Services  
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: HALO Educational Systems

2-25-16  
Date

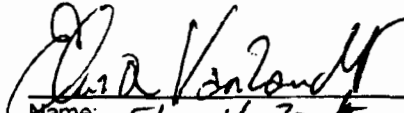
  
Name: Elena Van Zandt  
Title: Managing Director

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials EVZ



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name: HALO Educational Systems

2-25-16  
Date


  
Name: Elena Verzandt  
Title:



Exhibit I

**HEALTH INSURANCE PORTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

**(1) Definitions.**

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.





Exhibit I

- I. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
  - I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

**(3) Obligations and Activities of Business Associate.**

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
  - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - o The unauthorized person used the protected health information or to whom the disclosure was made;
  - o Whether the protected health information was actually acquired or viewed
  - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) **Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) **Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) **Miscellaneous**

- a. **Definitions and Regulatory References.** All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. **Amendment.** Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. **Data Ownership.** The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. **Interpretation.** The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services  
The State

Kathleen A. Dunn  
Signature of Authorized Representative

Kathleen A. Dunn  
Name of Authorized Representative

Associate Commissioner  
Title of Authorized Representative

3/1/16  
Date

HMO Educational Systems  
Name of the Contractor

[Signature]  
Signature of Authorized Representative

Elene VanZandt  
Name of Authorized Representative

Managing Director  
Title of Authorized Representative

2-25-16  
Date



**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
  - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
  - 10.2. Compensation information is not already available through reporting to the SEC.

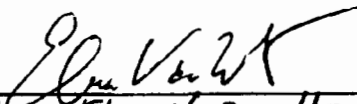
Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: *HALC Educational Systems*

2-25-16  
Date

  
Name: *Elene Van Zant*  
Title: *Managing Director*



FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 006990450
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO                       YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO                       YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____



Exhibit K

Operational Requirements for all Programs

The contractor shall comply with the following requirements:

1. Requirements for Organizational or Program Changes.  
The contractor shall provide the department with written notice at least 30 days prior to changes in any of the following:
  - 1.1.1. Ownership;
  - 1.1.2. Physical location;
  - 1.1.3. Name.
  - 1.2. When there is a new administrator, the following shall apply:
    - 1.2.1. The contractor shall provide the department with immediate notice when an administrator position becomes vacant;
    - 1.2.2. The contractor shall notify the department in writing as soon as possible prior to a change in administrator, and immediately upon the lack of an administrator, and provide the department with the following:
      - 1.2.2.1. The written disclosure of the new administrator required in Section 1.2 above;
      - 1.2.2.2. A resume identifying the name and qualifications of the new administrator; and
      - 1.2.2.3. Copies of applicable licenses for the new administrator;
    - 1.2.3. When there is a change in the name, the contractor shall submit to the department a copy of the certificate of amendment from the New Hampshire Secretary of State, if applicable, and the effective date of the name change.
    - 1.2.4. When a contractor discontinues a contracted program, it shall submit to the department:
      - 1.2.4.1. A plan to transfer, discharge or refer all clients being served in the contracted program; and
      - 1.2.4.2. A plan for the security and transfer of the client's records being served in the contracted program as required by Sections 12.8 – 12.10 below and with the consent of the client.
2. Inspections.  
For the purpose of determining compliance with the contract, the contractor shall admit and allow any department representative at any time to inspect the following:
  - 2.1.1. The facility premises;
  - 2.1.2. All programs and services provided under the contract; and
  - 2.1.3. Any records required by the contract.
  - 2.2. A notice of deficiencies shall be issued when, as a result of any inspection, the department determines that the contractor is in violation of any of the contract requirements.
  - 2.3. If the notice identifies deficiencies to be corrected, the contractor shall submit a plan of correction in accordance within 21 working days of receiving the inspection findings.
3. Administrative Remedies.
  - 3.1. The department shall impose administrative remedies for violations of contract requirements, including:
    - 3.1.1. Requiring a contractor to submit a plan of correction (POC);
    - 3.1.2. Imposing a directed POC upon a contractor;
    - 3.1.3. Suspension of a contract; or
    - 3.1.4. Revocation of a contract.





Exhibit K

- 3.2. When administrative remedies are imposed, the department shall provide a written notice, as applicable, which:
  - 3.2.1. Identifies each deficiency;
  - 3.2.2. Identifies the specific remedy(s) that has been proposed; and
  - 3.2.3. Provides the contractor with information regarding the right to a hearing in accordance with RSA 541-A and He-C 200.
- 3.3. A POC shall be developed and enforced in the following manner:
  - 3.3.1. Upon receipt of a notice of deficiencies, the contractor shall submit a written POC within 21 days of the date on the notice describing:
    - 3.3.1.1. How the contractor intends to correct each deficiency;
    - 3.3.1.2. What measures will be put in place, or what system changes will be made to ensure that the deficiency does not recur; and
    - 3.3.1.3. The date by which each deficiency shall be corrected which shall be no later than 90 days from the date of submission of the POC;
  - 3.3.2. The department shall review and accept each POC that:
    - 3.3.2.1. Achieves compliance with contract requirements;
    - 3.3.2.2. Addresses all deficiencies and deficient practices as cited in the inspection report;
    - 3.3.2.3. Prevents a new violation of contract requirements as a result of implementation of the POC; and
    - 3.3.2.4. Specifies the date upon which the deficiencies will be corrected;
- 3.4. If the POC is acceptable, the department shall provide written notification of acceptance of the POC;
- 3.5. If the POC is not acceptable, the department shall notify the contractor in writing of the reason for rejecting the POC;
- 3.6. The contractor shall develop and submit a revised POC within 21 days of the date of the written notification in 3.5 above;
- 3.7. The revised POC shall comply with 3.3.1 above and be reviewed in accordance with 3.3.2 above;
- 3.8. If the revised POC is not acceptable to the department, or is not submitted within 21 days of the date of the written notification in 3.5 above, the contractor shall be subject to a directed POC in accordance with 3.12 below;
- 3.9. The department shall verify the implementation of any POC that has been submitted and accepted by:
  - 3.9.1. Reviewing materials submitted by the contractor;
  - 3.9.2. Conducting a follow-up inspection; or
  - 3.9.3. Reviewing compliance during the next scheduled inspection;
- 3.10. Verification of the implementation of any POC shall only occur after the date of completion specified by the contractor in the plan; and
- 3.11. If the POC or revised POC has not been implemented by the completion date, the contractor shall be issued a directed POC in accordance with 3.12 below.
- 3.12. The department shall develop and impose a directed POC that specifies corrective actions for the contractor to implement when:
  - 3.12.1. As a result of an inspection, deficiencies were identified that require immediate corrective action to protect the health and safety of the clients or personnel;
  - 3.12.2. A revised POC is not submitted within 21 days of the written notification from the department; or
  - 3.12.3. A revised POC submitted has not been accepted.



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4. Duties and Responsibilities of All Contractors.
  - 4.1. The contractor shall comply with all federal, state, and local laws, rules, codes, ordinances, licenses, permits, and approvals, and rules promulgated thereunder, as applicable.
  - 4.2. The contractor shall monitor, assess, and improve, as necessary, the quality of care and service provided to clients on an ongoing basis.
  - 4.3. The contractor shall provide for the necessary qualified personnel, facilities, equipment, and supplies for the safety, maintenance and operation of the contractor.
  - 4.4. The contractor shall develop and implement written policies and procedures governing its operation and all services provided.
  - 4.5. All policies and procedures shall be reviewed, revised, and trained on per contractor policy.
  - 4.6. The contractor shall:
    - 4.6.1. Employ an administrator responsible for the day-to-day operation of the contractor;
    - 4.6.2. Maintain a current job description and minimum qualifications for the administrator, including the administrator's authority and duties; and
    - 4.6.3. Establish, in writing, a chain of command that sets forth the line of authority for the operation of the contractor the staff position(s) to be delegated the authority and responsibility to act in the administrator's behalf when the administrator is absent.
  - 4.7. The contractor shall post the following documents in a public area:
    - 4.7.1. A copy of the contractor's policies and procedures relative to the implementation of client rights and responsibilities, including client confidentiality per 42 CFR Part 2; and
    - 4.7.2. The contractor's plan for fire safety, evacuation and emergencies identifying the location of, and access to all fire exits.
  - 4.8. The contractor or any employee shall not falsify any documentation or provide false or misleading information to the department.
  - 4.9. The contractor shall comply with all conditions of warnings and administrative remedies issued by the department, and all court orders.
  - 4.10. The contractor shall admit and allow any department representative to inspect the certified premises and all programs and services that are being provided at any time for the purpose of determining compliance with the contract.
  - 4.11. The contractor shall:
    - 4.11.1. Report all critical incidents and sentinel events to the department in accordance with Exhibit A, Section 20.2.3;
    - 4.11.2. Submit additional information if required by the department; and
    - 4.11.3. Report the event to other agencies as required by law.
  - 4.12. The contractor shall implement policies and procedures for reporting:
    - 4.12.1. Suspected child abuse, neglect or exploitation, in accordance with RSA 169-C:29-30; and
    - 4.12.2. Suspected abuse, neglect or exploitation of adults, in accordance with RSA 149-F:49.
  - 4.13. The contractor shall report all positive tuberculosis test results for personnel to the office of disease control in accordance with RSA 141-C:7, He-P 301.02 and He-P 301.03.
  - 4.14. For residential programs, if the contractor accepts a client who is known to have a disease reportable under He-P 301 or an infectious disease, which is any disease



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caused by the growth of microorganisms in the body which might or might not be contagious, the contractor shall follow the required procedures for the care of the clients, as specified by the United States Centers for Disease Control and Prevention 2007 Guideline for Isolation Precautions, Preventing Transmission of Infectious Agents in Healthcare Settings, June 2007.

- 4.15. Contractors shall implement state and federal regulations on client confidentiality, including provisions outlined in 42 CFR 2.13, RSA 172:8-a, and RSA 318-B:12;
- 4.16. A contractor shall, upon request, provide a client or the client's guardian or agent, if any, with a copy of his or her client record within the confines for 42 CFR Part 2.
- 4.17. The contractor shall develop policies and procedures regarding the release of information contained in client records, in accordance with 42 CFR Part 2, the Health Insurance Portability and Accountability Act (HIPAA), and RSA 318-B:10.
- 4.18. All records required by the contract shall be legible, current, accurate and available to the department during an inspection or investigation conducted in accordance with these rules.
- 4.19. Any contractor that maintains electronic records shall develop written policies and procedures designed to protect the privacy of clients and personnel that, at a minimum, include:
  - 4.19.1. Procedures for backing up files to prevent loss of data;
  - 4.19.2. Safeguards for maintaining the confidentiality of information pertaining to clients and staff; and
  - 4.19.3. Systems to prevent tampering with information pertaining to clients and staff.
- 4.20. The contractor's service site(s) shall:
  - 4.20.1. Be accessible to a person with a disability using ADA accessibility and barrier free guidelines per 42 U.S.C. 12131 et seq;
  - 4.20.2. Have a reception area separate from living and treatment areas;
  - 4.20.3. Have private space for personal consultation, charting, treatment and social activities, as applicable;
  - 4.20.4. Have secure storage of active and closed confidential client records; and
  - 4.20.5. Have separate and secure storage of toxic substances.
- 4.21. The contractor shall establish and monitor a code of ethics for the contractor and its staff, as well as a mechanism for reporting unethical conduct.

The contractor shall maintain specific policies on the following and shall submit these policies to the department for approval no later than 30 days after the effective date of the contract:

- 4.21.1. Client rights, grievance and appeals policies and procedures;
- 4.21.2. Progressive discipline, leading to administrative discharge;
- 4.21.3. Reporting and appealing staff grievances;
- 4.21.4. Policies on client alcohol and other drug use while in treatment;
- 4.21.5. Policies on client and employee smoking that are in compliance with Exhibit A, Section 4.1.5;
- 4.21.6. Drug-free workplace policy and procedures, including a requirement for the filing of written reports of actions taken in the event of staff misuse of alcohol or other drugs;
- 4.21.7. Policies and procedures for holding a client's possessions;
- 4.21.8. Secure storage of staff medications;
- 4.21.9. A client medication policy;
- 4.21.10. Urine specimen collection, as applicable, that:



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- 4.21.10.1. Ensure that collection is conducted in a manner that preserves client privacy as much as possible; and
- 4.21.10.2. Minimize falsification;
- 4.21.11. Safety and emergency procedures on the following:
  - 4.21.11.1. Medical emergencies;
  - 4.21.11.2. Infection control and universal precautions, including the use of protective clothing and devices;
  - 4.21.11.3. Reporting employee injuries;
  - 4.21.11.4. Fire monitoring, warning, evacuation, and safety drill policy and procedures;
  - 4.21.11.5. Emergency closings;
  - 4.21.11.6. Posting of the above safety and emergency procedures.
- 4.21.12. Procedures for protection of client records that govern use of records, storage, removal, conditions for release of information, and compliance with 42CFR, Part 2 and the Health Insurance Portability and Accountability Act (HIPAA); and
- 4.21.13. Procedures related to quality assurance and quality improvement.
- 5. Collection of Fees.
  - 5.1. The contractor shall maintain procedures regarding collections from client fees, private or public insurance, and other payers responsible for the client's finances; and
  - 5.2. At the time of screening and admission the contractor shall provide the client, and the client's guardian, agent, or personal representative, with a listing of all known applicable charges and identify what care and services are included in the charge.
- 6. Client Screening and Denial of Services.
  - 6.1. Contractors shall maintain a record of all client screenings, including:
    - 6.1.1. The client name and/or unique client identifier;
    - 6.1.2. The client referral source;
    - 6.1.3. The date of initial contact from the client or referring agency;
    - 6.1.4. The date of screening;
    - 6.1.5. The result of the screening, including the reason for denial of services if applicable;
    - 6.1.6. For any client who is placed on a waitlist, record of referrals to and coordination with interim services or reason that such a referral was not made;
    - 6.1.7. Record of all client contacts between screening and removal from the waitlist; and
    - 6.1.8. Date client was removed from the waitlist and the reason for removal
  - 6.2. For any client who is denied services, the contractor is responsible for:
    - 6.2.1. Informing the client of the reason for denial;
    - 6.2.2. Assisting the client in identifying and accessing appropriate available treatment;
  - 6.3. The contractor shall not deny services to a client solely because the client:
    - 6.3.1. Previously left treatment against the advice of staff;
    - 6.3.2. Relapsed from an earlier treatment;
    - 6.3.3. Is on any class of medications, including but not limited to opiates or benzodiazepines; or
    - 6.3.4. Has been diagnosed with a mental health disorder.
  - 6.4. The contractor shall report on 6.1 and 6.2 above at the request of the department.
- 7. Personnel Requirements.
  - 7.1. The contractor shall develop a current job description for all staff, including contracted staff, volunteers, and student interns, which shall include:
    - 7.1.1. Job title;



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- 7.1.2. Physical requirements of the position;
- 7.1.3. Education and experience requirements of the position;
- 7.1.4. Duties of the position;
- 7.1.5. Positions supervised; and
- 7.1.6. Title of immediate supervisor.
- 7.2. The contractor shall develop and implement policies regarding criminal background checks of prospective employees, which shall, at a minimum, include:
  - 7.2.1. Requiring a prospective employee to sign a release to allow the contractor to obtain his or her criminal record;
  - 7.2.2. Requiring the administrator or his or her designee to obtain and review a criminal records check from the New Hampshire department of safety for each prospective employee;
  - 7.2.3. Criminal background standards regarding the following, beyond which shall be reason to not hire a prospective employee in order to ensure the health, safety, or well-being of clients:
    - 7.2.3.1. Felony convictions in this or any other state;
    - 7.2.3.2. Convictions for sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation; and
    - 7.2.3.3. Findings by the department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation or any person; and
  - 7.2.4. Waiver of 7.2.3 above for good cause shown.
- 7.3. All staff, including contracted staff, shall:
  - 7.3.1. Meet the educational, experiential, and physical qualifications of the position as listed in their job description;
  - 7.3.2. Not exceed the criminal background standards established by 7.2.3 above, unless waived for good cause shown, in accordance with policy established in 7.2.4 above;
  - 7.3.3. Be licensed, registered or certified as required by state statute and as applicable;
  - 7.3.4. Receive an orientation within the first 3 days of work or prior to direct contact with clients, which includes:
    - 7.3.4.1. The contractor's code of ethics, including ethical conduct and the reporting of unprofessional conduct;
    - 7.3.4.2. The contractor's policies on client rights and responsibilities and complaint procedures;
    - 7.3.4.3. Confidentiality requirements as required by Sections 4.15 and 4.19.2 above and Section 17 below;
    - 7.3.4.4. Grievance procedures for both clients and staff as required in Section 4.22.1 and 4.22.3 above and Section 18 below.
    - 7.3.4.5. The duties and responsibilities and the policies, procedures, and guidelines of the position they were hired for;
    - 7.3.4.6. Topics covered by both the administrative and personnel manuals;
    - 7.3.4.7. The contractor's infection prevention program;
    - 7.3.4.8. The contractor's fire, evacuation, and other emergency plans which outline the responsibilities of personnel in an emergency; and
    - 7.3.4.9. Mandatory reporting requirements for abuse or neglect such as those found in RSA 161-F and RSA 169-C:29; and
  - 7.3.5. Sign and date documentation that they have taken part in an orientation as described in 7.3.4 above;



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- 7.3.6. Complete a mandatory annual in-service education, which includes a review of all elements described in 7.3.4 above.
- 7.4. Prior to having contact with clients, employees and contracted employees shall:
  - 7.4.1. Submit to the contractor proof of a physical examination or a health screening conducted not more than 12 months prior to employment which shall include at a minimum the following:
    - 7.4.1.1. The name of the examinee;
    - 7.4.1.2. The date of the examination;
    - 7.4.1.3. Whether or not the examinee has a contagious illness or any other illness that would affect the examinee's ability to perform their job duties;
    - 7.4.1.4. Results of a 2-step tuberculosis (TB) test, Mantoux method or other method approved by the Centers for Disease Control (CDC); and
    - 7.4.1.5. The dated signature of the licensed health practitioner;
  - 7.4.2. Be allowed to work while waiting for the results of the second step of the TB test when the results of the first step are negative for TB; and
  - 7.4.3. Comply with the requirements of the Centers for Disease Control Guidelines for Preventing the Transmission of Tuberculosis in Health Facilities Settings, 2005, if the person has either a positive TB test, or has had direct contact or potential for occupational exposure to Mycobacterium tuberculosis through shared air space with persons with infectious tuberculosis.
- 7.5. Employees, contracted employees, volunteers and independent contractors who have direct contact with clients who have a history of TB or a positive skin test shall have a symptomatology screen of a TB test.
- 7.6. The contractor shall maintain and store in a secure and confidential manner, a current personnel file for each employee, student, volunteer, and contracted staff. A personnel file shall include, at a minimum, the following:
  - 7.6.1. A completed application for employment or a resume, including:
  - 7.6.2. Identification data; and
  - 7.6.3. The education and work experience of the employee;
  - 7.6.4. A copy of the current job description or agreement, signed by the individual, that identifies the:
    - 7.6.4.1. Position title;
    - 7.6.4.2. Qualifications and experience; and
    - 7.6.4.3. Duties required by the position;
  - 7.6.5. Written verification that the person meets the contractor's qualifications for the assigned job description, such as school transcripts, certifications and licenses as applicable;
  - 7.6.6. A signed and dated record of orientation as required by 7.3.4 above;
  - 7.6.7. A copy of each current New Hampshire license, registration or certification in health care field and CPR certification, if applicable;
  - 7.6.8. Records of screening for communicable diseases results required in 7.4 above;
  - 7.6.9. Written performance appraisals for each year of employment including description of any corrective actions, supervision, or training determined by the person's supervisor to be necessary;
  - 7.6.10. Documentation of annual in-service education as required by 7.3.6 above;
  - 7.6.11. Information as to the general content and length of all continuing education or educational programs attended;



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- 7.6.12. A signed statement acknowledging the receipt of the contractor's policy setting forth the client's rights and responsibilities, including confidentiality requirements, and acknowledging training and implementation of the policy.
- 7.6.13. A statement, which shall be signed at the time the initial offer of employment is made and then annually thereafter, stating that he or she:
  - 7.6.13.1. Does not have a felony conviction in this or any other state;
  - 7.6.13.2. Has not been convicted of a sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation or pose a threat to the health, safety or well-being of a client; and
  - 7.6.13.3. Has not had a finding by the department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation of any person; and
- 7.6.14. Documentation of the criminal records check and any waivers per 7.2 above.
- 7.7. An individual need not re-disclose any of the matters in 7.6.13 and 7.6.14 above if the documentation is available and the contractor has previously reviewed the material and granted a waiver so that the individual can continue employment.
- 8. Clinical Supervision.
  - 8.1. Contractors shall comply with the following clinical supervision requirements for unlicensed counselors:
    - 8.1.1. Each unlicensed alcohol and drug counselor or Certified Recovery Support Worker (CRSW) shall be supervised by a New Hampshire-MLADC or LADC with the LCS credential at a ratio of one LADC to every 2 full-time equivalent positions that are unlicensed alcohol and drug counselors or CRSWs;
    - 8.1.2. Unlicensed counselors shall receive at least one hour of supervision for every 20 hours of direct client contact;
    - 8.1.3. Supervision shall be provided on an individual or group basis, or both, depending upon the employee's need, experience and skill level;
    - 8.1.4. Supervision shall include following techniques:
      - 8.1.4.1. Review of case records;
      - 8.1.4.2. Observation of interactions with clients;
      - 8.1.4.3. Skill development; and
      - 8.1.4.4. Review of case management activities; and
    - 8.1.5. Supervisors shall maintain a log of the supervision date, duration, content and who was supervised by whom;
    - 8.1.6. Individuals licensed or certified by the NH Board of Licensing for Alcohol and Other Drug Use Professionals shall receive supervision in accordance with RSA 330-C and the rules promulgated thereunder.
- 9. Clinical Services.
  - 9.1. Each contractor shall have and adhere to a clinical care manual which includes policies and procedures related to all clinical services provided.
  - 9.2. All clinical services provided shall:
    - 9.2.1. Focus on the client's strengths;
    - 9.2.2. Be sensitive and relevant to the diversity of the clients being served;
    - 9.2.3. Be client and family centered;
    - 9.2.4. Be trauma informed, which means designed to acknowledge the impact of violence and trauma on people's lives and the importance of addressing trauma in treatment; and
  - 9.3. Upon a client's admission, the contractor shall conduct a client orientation, either individually or by group, to include the following:



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- 9.3.1. Rules, policies, and procedures of the contractor, program, and facility;
  - 9.3.2. Requirements for successfully completing the program;
  - 9.3.3. The administrative discharge policy and the grounds for administrative discharge;
  - 9.3.4. All applicable laws regarding confidentiality, including the limits of confidentiality and mandatory reporting requirements; and
  - 9.3.5. Requiring the client to sign a receipt that the orientation was conducted.
  - 9.3.6. Upon a client's admission to treatment, the contractor shall conduct an HIV/AIDS screening, to include:
    - 9.3.7. The provision of information;
    - 9.3.8. Risk assessment;
    - 9.3.9. Intervention and risk reduction education, and
    - 9.3.10. Referral for testing, if appropriate, within 7 days of admission;
10. Treatment and Rehabilitation.
- 10.1. A LADC or unlicensed counselor under the supervision of a LADC shall develop and maintain a written treatment plan for each client in accordance with TAP 21: Addiction Counseling Competencies available at <http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1> which addresses all ASAM domains.
  - 10.2. Treatment plans shall be developed as follows:
    - 10.2.1. Within 7 days following admission to any residential program; and
    - 10.2.2. No later than the third session of an ambulatory treatment program.
  - 10.3. Individual treatment plans shall contain, at a minimum, the following elements:
    - 10.3.1. Goals, objectives, and interventions written in terms that are specific, measurable, attainable, realistic and timely.
    - 10.3.2. Identifies the recipient's clinical needs, treatment goals, and objectives;
    - 10.3.3. Identifies the client's strengths and resources for achieving goals and objectives in 10.3.1 above;
    - 10.3.4. Defines the strategy for providing services to meet those needs, goals, and objectives;
    - 10.3.5. Identifies referral to outside contractors for the purpose of achieving a specific goal or objective when the service cannot be delivered by the treatment program;
    - 10.3.6. Provides the criteria for terminating specific interventions; and
    - 10.3.7. Includes specification and description of the indicators to be used to assess the individual's progress.
    - 10.3.8. Documentation of participation by the client in the treatment planning process or the reason why the client did not participate; and
    - 10.3.9. Signatures of the client and the counselor agreeing to the treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.
  - 10.4. Treatment plans shall be updated based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent.
  - 10.5. Treatment plan updates shall include:
    - 10.5.1. Documentation of the degree to which the client is meeting treatment plan goals and objectives;
    - 10.5.2. Modification of existing goals or addition of new goals based on changes in the clients functioning relative to ASAM domains and treatment goals and objectives.





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- 10.5.3. The counselor's assessment of whether or not the client needs to move to a different level of care based on changes in functioning in any ASAM domain and documentation of the reasons for this assessment.
- 10.5.4. The signature of the client and the counselor agreeing to the updated treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.
- 10.6. In addition to the individualized treatment planning in 10.3 above, all contractors shall provide client education on:
  - 10.6.1. Substance use disorders;
  - 10.6.2. Relapse prevention;
  - 10.6.3. Infectious diseases associated with injection drug use, including but not limited to, HIV, hepatitis, and TB;
  - 10.6.4. Sexually transmitted diseases;
  - 10.6.5. Emotional, physical, and sexual abuse;
  - 10.6.6. Nicotine use disorder and cessation options;
  - 10.6.7. The impact of drug and alcohol use during pregnancy, risks to the fetus, and the importance of informing medical practitioners of drug and alcohol use during pregnancy
- 10.7. Group education and counseling
  - 10.7.1. The contractor shall maintain an outline of each educational and group therapy session provided.
  - 10.7.2. All group counseling sessions shall be limited to 12 clients or fewer per counselor.
- 10.8. Progress notes
  - 10.8.1. A progress note shall be completed for each individual, group, or family treatment or education session.
  - 10.8.2. Each progress note shall contain the following components:
    - 10.8.2.1. Data, including self-report, observations, interventions, current issues/stressors, functional impairment, interpersonal behavior, motivation, and progress, as it relates to the current treatment plan;
    - 10.8.2.2. Assessment, including progress, evaluation of intervention, and obstacles or barriers; and
    - 10.8.2.3. Plan, including tasks to be completed between sessions, objectives for next session, any recommended changes, and date of next session; and
- 10.9. Residential programs shall maintain a daily shift change log which documents such things as client behavior and significant events that a subsequent shift should be made aware of.
11. Client Discharge and Transfer.
  - 11.1. A client shall be discharged from a program for the following reasons:
    - 11.1.1. Program completion or transfer based on changes in the client's functioning relative to ASAM criteria;
    - 11.1.2. Program termination, including:
      - 11.1.2.1. Administrative discharge;
      - 11.1.2.2. Non-compliance with the program;
      - 11.1.2.3. The client left the program before completion against advice of treatment staff; and
    - 11.1.3. The client is inaccessible, such as the client has been jailed or hospitalized; and
  - 11.2. In all cases of client discharge or transfer, the counselor shall complete a narrative discharge summary, including, at a minimum:



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- 11.2.1. The dates of admission and discharge or transfer;
- 11.2.2. The client's psychosocial substance abuse history and legal history;
- 11.2.3. A summary of the client's progress toward treatment goals in all ASAM domains;
- 11.2.4. The reason for discharge or transfer;
- 11.2.5. The client's DSM 5 diagnosis and summary, to include other assessment testing completed during treatment;
- 11.2.6. A summary of the client's physical condition at the time of discharge or transfer;
- 11.2.7. A continuing care plan, including all ASAM domains;
- 11.2.8. A determination as to whether the client would be eligible for re-admission to treatment, if applicable; and
- 11.2.9. The dated signature of the counselor completing the summary.
- 11.3. The discharge summary shall be completed:
  - 11.3.1. No later than 7 days following a client's discharge or transfer from the program; or
  - 11.3.2. For withdrawal management services, by the end of the next business day following a client's discharge or transfer from the program.
- 11.4. When transferring a client, either from one level of care to another within the same certified contractor agency or to another treatment contractor, the counselor shall:
  - 11.4.1. Complete a progress note on the client's treatment and progress towards treatment goals, to be included in the client's record; and
  - 11.4.2. Update the client assessment and treatment plan.
- 11.5. When transferring a client to another treatment contractor, the current contractor shall forward copies of the following information to the receiving contractor, only after a release of confidential information is signed by the client:
  - 11.5.1. The discharge summary;
  - 11.5.2. Client demographic information, including the client's name, date of birth, address, telephone number, and the last 4 digits of his or her Social Security number; and
  - 11.5.3. A diagnostic assessment statement and other assessment information, including:
    - 11.5.3.1. TB test results;
    - 11.5.3.2. A record of the client's treatment history; and
    - 11.5.3.3. Documentation of any court-mandated or agency-recommended follow-up treatment.
- 11.6. The counselor shall meet with the client at the time of discharge or transfer to establish a continuing care plan that:
  - 11.6.1. Includes recommendations for continuing care in all ASAM domains;
  - 11.6.2. Addresses the use of self-help groups including, when indicated, facilitated self-help; and
  - 11.6.3. Assists the client in making contact with other agencies or services.
- 11.7. The counselor shall document in the client record if and why the meeting in Section 11.6 above could not take place.
- 11.8. A contractor may administratively discharge a client from a program only if:
  - 11.8.1. The client's behavior on program premises is abusive, violent, or illegal;
  - 11.8.2. The client is non-compliant with prescription medications;
  - 11.8.3. Clinical staff documents therapeutic reasons for discharge, which may include the client's continued use of illicit drugs or an unwillingness to follow appropriate clinical interventions; or



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- 11.8.4. The client violates program rules in a manner that is consistent with the contractor's progressive discipline policy.
12. Client Record System.
- 12.1. Each contractor shall have policies and procedures to implement a comprehensive client record system, in either paper form or electronic form, or both, that complies with this section.
- The client record of each client served shall communicate information in a manner that is:
- 12.1.1. Organized into related sections with entries in chronological order;
  - 12.1.2. Easy to read and understand;
  - 12.1.3. Complete, containing all the parts; and
  - 12.1.4. Up-to-date, including notes of most recent contacts.
- 12.2. The client record shall include, at a minimum, the following components, organized as follows:
- 12.2.1. First section, Intake/Initial Information:
    - 12.2.1.1. Identification data, including the client's:
      - 12.2.1.1.1. Name;
      - 12.2.1.1.2. Date of birth;
      - 12.2.1.1.3. Address;
      - 12.2.1.1.4. Telephone number; and
      - 12.2.1.1.5. The last 4 digits of the client's Social Security number;
    - 12.2.1.2. The date of admission;
    - 12.2.1.3. If either of these have been appointed for the client, the name and address of:
      - 12.2.1.3.1. The guardian; and
      - 12.2.1.3.2. The representative payee;
    - 12.2.1.4. The name, address, and telephone number of the person to contact in the event of an emergency;
    - 12.2.1.5. Contact information for the person or entity referring the client for services, as applicable;
    - 12.2.1.6. The name, address, and telephone number of the primary health care contractor;
    - 12.2.1.7. The name, address, and telephone number of the behavioral health care contractor, if applicable;
    - 12.2.1.8. The name and address of the client's public or private health insurance contractor(s), or both;
    - 12.2.1.9. The client's religious preference, if any;
    - 12.2.1.10. The client's personal health history;
    - 12.2.1.11. The client's mental health history;
    - 12.2.1.12. Current medications;
    - 12.2.1.13. Records and reports prepared prior to the client's current admission and determined by the counselor to be relevant; and
    - 12.2.1.14. Signed receipt of notification of client rights;
  - 12.2.2. Second section, Screening/Assessment/Evaluation:
    - 12.2.2.1. Documentation of all elements of screening, assessment and evaluation required by Exhibit A, Sections 6 and 10.2;
  - 12.2.3. Third section, Treatment Planning:
    - 12.2.3.1. The individual treatment plan, updated at designated intervals in accordance with Sections 10.2 – 10.5 above; and



Exhibit K

- 12.2.3.2. Signed and dated progress notes and reports from all programs involved, as required by Section 10.8 above;
- 12.2.4. Fourth section, Discharge Planning:
  - 12.2.4.1. A narrative discharge summary, as required by Sections 11.2 and 11.3 above;
  - 12.2.5. Fifth section, Releases of Information/Miscellaneous:
    - 12.2.5.1. Release of information forms compliant with 42 CFR, Part 2;
    - 12.2.5.2. Any correspondence pertinent to the client; and
    - 12.2.5.3. Any other information the contractor deems significant.
- 12.3. If the contractor utilizes a paper format client record system, then the sections in Section 12.3 above shall be tabbed sections.
- 12.4. If the contractor utilizes an electronic format, the sections in Section 12.3 above shall not apply provided that all information listed in Section 12.3 above is included in the electronic record.
- 12.5. All client records maintained by the contractor or its sub-contractors, including paper files, facsimile transmissions, or electronic data transfers, shall be strictly confidential.
- 12.6. All confidential information shall be maintained within a secure storage system at all times as follows:
  - 12.6.1. Paper records and external electronic storage media shall be kept in locked file cabinets;
  - 12.6.2. All electronic files shall be password protected; and
  - 12.6.3. All confidential notes or other materials that do not require storage shall be shredded immediately after use.
  - 12.6.4. Contractors shall retain client records after the discharge or transfer of the client, as follows:
    - 12.6.4.1. For a minimum of 7 years for an adult; and
    - 12.6.4.2. For a minimum of 7 years after age of majority for children.
- 12.7. In the event of a program closure, the contractor closing its treatment program shall arrange for the continued management of all client records. The closing contractor shall notify the department in writing of the address where records will be stored and specify the person managing the records.
- 12.8. The closing contractor shall arrange for storage of each record through one or more of the following measures:
  - 12.8.1. Continue to manage the records and give written assurance to the department that it will respond to authorized requests for copies of client records within 10 working days;
  - 12.8.2. Transfer records of clients who have given written consent to another contractor; or
  - 12.8.3. Enter into a limited service organization agreement with another contractor to store and manage records.
- 13. Medication Services.
  - 13.1. No administration of medications, including physician samples, shall occur except by a licensed medical practitioner working within their scope of practice.
  - 13.2. All prescription medications brought by a client to program shall be in their original containers and legibly display the following information:
    - 13.2.1. The client's name;
    - 13.2.2. The medication name and strength;
    - 13.2.3. The prescribed dose;
    - 13.2.4. The route of administration;



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- 13.2.5. The frequency of administration; and
- 13.2.6. The date ordered.
- 13.3. Any change or discontinuation of prescription medications shall require a written order from a licensed practitioner.
- 13.4. All prescription medications, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be kept on the client's person or stored in the client's room, shall be stored as follows:
  - 13.4.1. All medications shall be kept in a storage area that is:
    - 13.4.1.1. Locked and accessible only to authorized personnel;
    - 13.4.1.2. Organized to allow correct identification of each client's medication(s);
    - 13.4.1.3. Illuminated in a manner sufficient to allow reading of all medication labels; and
    - 13.4.1.4. Equipped to maintain medication at the proper temperature;
  - 13.4.2. Schedule II controlled substances, as defined by RSA 318-B:1-b, shall be kept in a separately locked compartment within the locked medication storage area and accessible only to authorized personnel; and
  - 13.4.3. Topical liquids, ointments, patches, creams and powder forms of products shall be stored in a manner such that cross-contamination with oral, optic, ophthalmic, and parenteral products shall not occur.
- 13.5. Medication belonging to personnel shall not be accessible to clients, nor stored with client medication.
- 13.6. Over-the-counter (OTC) medications shall be handled in the following manner:
  - 13.6.1. Only original, unopened containers of OTC medications shall be allowed to be brought into the program;
  - 13.6.2. OTC medication shall be stored in accordance with Section 13.4 above.
  - 13.6.3. OTC medication containers shall be marked with the name of the client using the medication and taken in accordance with the directions on the medication container or as ordered by a licensed practitioner;
- 13.7. All medications self-administered by a client, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be taken by the client without supervision, shall be supervised by the program staff, as follows:
  - 13.7.1. Staff shall remind the client to take the correct dose of his or her medication at the correct time;
  - 13.7.2. Staff may open the medication container but shall not be permitted to physically handle the medication itself in any manner;
  - 13.7.3. Staff shall remain with the client to observe them taking the prescribed dose and type of medication;
- 13.8. For each medication taken, staff shall document in an individual client medication log the following:
  - 13.8.1. The medication name, strength, dose, frequency and route of administration;
  - 13.8.2. The date and the time the medication was taken;
  - 13.8.3. The signature or identifiable initials of the person supervising the taking of said medication; and
  - 13.8.4. The reason for any medication refused or omitted.
- 13.9. Upon a client's discharge:
  - 13.9.1. The client medication log in Section 13.8 above shall be included in the client's record; and
  - 13.9.2. The client shall be given any remaining medication to take with him or her
- 14. Notice of Client Rights



Exhibit K

- 14.1. Programs shall inform clients of their rights under these rules in clear, understandable language and form, both verbally and in writing as follows:
  - 14.1.1. Applicants for services shall be informed of their rights to evaluations and access to treatment;
  - 14.1.2. Clients shall be advised of their rights upon entry into any program and at least once a year after entry;
  - 14.1.3. Initial and annual notifications of client rights in Section 14 above shall be documented in the client's record; and
- 14.2. Every program within the service delivery system shall post notice of the rights, as follows:
  - 14.2.1. The notice shall be posted continuously and conspicuously;
  - 14.2.2. The notice shall be presented in clear, understandable language and form; and
  - 14.2.3. Each program and residence shall have on the premises complete copies of rules pertaining to client rights that are available for client review.
15. Fundamental Rights.
  - 15.1. No person receiving treatment for a substance use disorder shall be deprived of any legal right to which all citizens are entitled solely by reason of that person's admission to the treatment services system.
16. Personal Rights.
  - 16.1. Persons who are applicants for services or clients in the service delivery system shall be treated by program staff with dignity and respect at all times.
  - 16.2. Clients shall be free from abuse, neglect and exploitation including, at a minimum, the following:
    - 16.2.1. Freedom from any verbal, non-verbal, mental, physical, or sexual abuse or neglect;
    - 16.2.2. Freedom from the intentional use of physical force except the minimum force necessary to prevent harm to the client or others; and
    - 16.2.3. Freedom from personal or financial exploitation.
  - 16.3. Clients shall have the right to privacy.
17. Client Confidentiality
  - 17.1. All contractors shall adhere to the confidentiality requirements in 42 CFR part 2.
  - 17.2. In cases where a client, attorney or other authorized person, after review of the record, requests copies of the record, a program shall make such copies available free of charge for the first 25 pages and not more than 25 cents per page thereafter.
  - 17.3. If a minor age 12 or older is treated for drug abuse without parental consent as authorized by RSA 318:B12-a, the following shall apply:
    - 17.3.1. The minor's signature alone shall authorize a disclosure; and
    - 17.3.2. Any disclosure to the minor's parents or guardians shall require a signed authorization to release.
18. Client Grievances
  - 18.1. Clients shall have the right to complain about any matter, including any alleged violation of a right afforded by these rules or by any state or federal law or rule.
  - 18.2. Any person shall have the right to complain or bring a grievance on behalf of an individual client or a group of clients.
  - 18.3. The rules governing procedures for protection of client rights found at He-C 200 shall apply to such complaints and grievances.
19. Treatment Rights.
  - 19.1. Each client shall have the right to adequate and humane treatment, including:
    - 19.1.1. The right of access to treatment including:



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- 19.1.1.1. The right to evaluation to determine an applicant's need for services and to determine which programs are most suited to provide the services needed;
- 19.1.1.2. The right to provision of necessary services when those services are available, subject to the admission and eligibility policies and standards of each program; and
- 19.1.2. The right to quality treatment including:
  - 19.1.2.1. Services provided in keeping with evidence-based clinical and professional standards applicable to the persons and programs providing the treatment and to the conditions for which the client is being treated;
- 19.1.3. The right to receive services in such a manner as to promote the client's full participation in the community;
- 19.1.4. The right to receive all services or treatment to which a person is entitled in accordance with the time frame set forth in the client's individual treatment plan;
- 19.1.5. The right to an individual treatment plan developed, reviewed and revised in accordance with Sections 10.1 – 10.5 above which addresses the client's own goals;
- 19.1.6. The right to receive treatment and services contained in an individual treatment plan designed to provide opportunities for the client to participate in meaningful activities in the communities in which the client lives and works;
- 19.1.7. The right to service and treatment in the least restrictive alternative or environment necessary to achieve the purposes of treatment including programs which least restrict:
  - 19.1.7.1. Freedom of movement; and
  - 19.1.7.2. Participation in the community, while providing the level of support needed by the client;
- 19.1.8. The right to be informed of all significant risks, benefits, side effects and alternative treatment and services and to give consent to any treatment, placement or referral following an informed decision such that:
  - 19.1.8.1. Whenever possible, the consent shall be given in writing; and
  - 19.1.8.2. In all other cases, evidence of consent shall be documented by the program and shall be witnessed by at least one person;
- 19.1.9. The right to refuse to participate in any form of experimental treatment or research;
- 19.1.10. The right to be fully informed of one's own diagnosis and prognosis;
- 19.1.11. The right to voluntary placement including the right to:
  - 19.1.11.1. Seek changes in placement, services or treatment at any time; and
  - 19.1.11.2. Withdraw from any form of voluntary treatment or from the service delivery system;
- 19.1.12. The right to services which promote independence including services directed toward:
  - 19.1.12.1. Eliminating, or reducing as much as possible, the client's needs for continued services and treatment; and
  - 19.1.12.2. Promoting the ability of the clients to function at their highest capacity and as independently as possible;
- 19.1.13. The right to refuse medication and treatment;
- 19.1.14. The right to referral for medical care and treatment including, if needed, assistance in finding such care in a timely manner;
- 19.1.15. The right to consultation and second opinion including:
  - 19.1.15.1. At the client's own expense, the consultative services of:



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- 19.1.15.1.1. Private physicians;
- 19.1.15.1.2. Psychologists;
- 19.1.15.1.3. Licensed drug and alcohol counselors; and
- 19.1.15.1.4. Other health practitioners; and
- 19.1.15.2. Granting to such health practitioners reasonable access to the client, as required by Section 19.1.15, in programs and allowing such practitioners to make recommendations to programs regarding the services and treatment provided by the programs;
- 19.1.16. The right, upon request, to have one or more of the following present at any treatment meeting requiring client participation and informed decision-making:
  - 19.1.16.1. Guardian;
  - 19.1.16.2. Representative;
  - 19.1.16.3. Attorney;
  - 19.1.16.4. Family member;
  - 19.1.16.5. Advocate; or
  - 19.1.16.6. Consultant; and
- 19.1.17. The right to freedom from restraint including the right to be free from seclusion and physical, mechanical or pharmacological restraint.
- 19.2. No treatment professional shall be required to administer treatment contrary to such professional's clinical judgment.
- 19.3. Programs shall, whenever possible, maximize the decision-making authority of the client.
- 19.4. In furtherance of Section 19.3 above, the following provisions shall apply to clients for whom a guardian has been appointed by a court of competent jurisdiction:
  - 19.4.1. The program shall ensure that in the course of service provision, the guardian and all persons involved in the provision of service are made aware of the client's views, preferences and aspirations;
  - 19.4.2. A guardian shall only make decisions that are within the scope of the powers set forth in the guardianship order issued by the court;
  - 19.4.3. The program shall request a copy of the guardianship order from the guardian and the order shall be kept in the client's record at the program;
  - 19.4.4. If any issues arise relative to the provision of services and supports which are outside the scope of the guardian's decision-making authority as set forth in the guardianship order, the client's choice and preference relative to those issues shall prevail unless the guardian's authority is expanded by the court to include those issues;
  - 19.4.5. A program shall take such steps as are necessary to prevent a guardian from exceeding the decision-making authority granted by the court including:
    - 19.4.5.1. Reviewing with the guardian the limits on his or her decision-making authority; and
    - 19.4.5.2. If necessary, bringing the matter to the attention of the court that appointed the guardian;
  - 19.4.6. The guardian shall act in a manner that furthers the best interests of the client;
  - 19.4.7. In acting in the best interests of the client, the guardian shall take into consideration the views, preferences and aspirations of the client;
  - 19.4.8. The program shall take such steps as are necessary to prevent a guardian from acting in a manner that does not further the best interests of the client and, if necessary, bring the matter to the attention of the court that appointed the guardian; and





Exhibit K

- 19.4.9. In the event that there is a dispute between the program and the guardian, the program shall inform the guardian of his or her right to bring the dispute to the attention of the probate court that appointed the guardian.
20. Termination of Services.
- 20.1. A client shall be terminated from a contractor's service if the client:
- 20.1.1. Endangers or threatens to endanger other clients or staff, or engages in illegal activity on the property of the program;
  - 20.1.2. Is no longer benefiting from the service(s) he or she is receiving;
  - 20.1.3. Cannot agree with the program on a mutually acceptable course of treatment;
  - 20.1.4. Refuses to pay for the services that he or she is receiving despite having the financial resources to do so; or
  - 20.1.5. Refuses to apply for benefits that could cover the cost of the services that he or she is receiving despite the fact that the client is or might be eligible for such benefits.
- 20.2. A termination from a contractor's services shall not occur unless the program has given both written and verbal notice to the client and client's guardian, if any, that:
- 20.2.1. Give the effective date of termination;
  - 20.2.2. List the clinical or management reasons for termination; and
  - 20.2.3. Explain the rights to appeal and the appeal process pursuant to He-C 200.
- 20.3. A contractor shall document in the record of a client who has been terminated that:
- 20.3.1. The client has been notified of the termination; and
  - 20.3.2. The termination has been approved by the program director.
21. Client Rights in Residential Programs.
- 21.1. In addition to the foregoing rights, clients of residential programs shall also have the following rights:
- 21.1.1. The right to a safe, sanitary and humane living environment;
  - 21.1.2. The right to privately communicate with others, including:
    - 21.1.2.1. The right to send and receive unopened and uncensored correspondence;
    - 21.1.2.2. The right to have reasonable access to telephones and to be allowed to make and to receive reasonable numbers of telephone calls except that residential programs may require a client to reimburse them for the cost of any calls made by the client;
    - 21.1.2.3. The right to receive and to refuse to receive visitors except that residential programs may impose reasonable restrictions on the number and time of visits in order to ensure effective provision of services; and
  - 21.1.3. The right to engage in social and recreational activities including the provision of regular opportunities for clients to engage in such activities;
  - 21.1.4. The right to privacy, including the following:
    - 21.1.4.1. The right to courtesies such as knocking on closed doors before entering and ensuring privacy for telephone calls and visits;
    - 21.1.4.2. The right to opportunities for personal interaction in a private setting except that any conduct or activity which is illegal shall be prohibited; and
    - 21.1.4.3. The right to be free from searches of their persons and possessions except in accordance with applicable constitutional and legal standards;
  - 21.1.5. The right to individual choice, including the following:
    - 21.1.5.1. The right to keep and wear their own clothes;
    - 21.1.5.2. The right to space for personal possessions;
    - 21.1.5.3. The right to keep and to read materials of their own choosing;
    - 21.1.5.4. The right to keep and spend their own money; and



Exhibit K

- 21.1.5.5. The right not to work and to be compensated for any work performed, except that:
  - 21.1.5.5.1. Clients may be required to perform personal housekeeping tasks within the client's own immediate living area and equitably share housekeeping tasks within the common areas of the residence, without compensation; and
  - 21.1.5.5.2. Clients may perform vocational learning tasks or work required for the operation or maintenance of a residential program, if the work is consistent with their individual treatment plans and the client is compensated for work performed; and
- 21.1.6. The right to be reimbursed for the loss of any money held in safekeeping by the residence.
- 21.2. Nothing in Section 21 shall prevent a residence from having policies governing the behavior of the residents.
- 21.3. Clients shall be informed of any house policies upon admission to the residence.
- 21.4. House policies shall be posted and such policies shall be in conformity with this section.
- 21.5. House policies shall be periodically reviewed for compliance with this section in connection with quality assurance site visits.
- 21.6. Notwithstanding Section 21.1.4.3 above, contractors may develop policies and procedures that allow searches for alcohol and illicit drugs be conducted:
  - 21.6.1. Upon the client's admission to the program; and
  - 21.6.2. If probable cause exists, including such proof as:
    - 21.6.2.1. A positive test showing presence of alcohol or illegal drugs; or
    - 21.6.2.2. Showing physical signs of intoxication or withdrawal.

**New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services**



43.6

**State of New Hampshire  
Department of Health and Human Services  
Amendment #2 to the  
Substance Use Disorder Treatment and Recovery Support Services Contract**

This 2<sup>nd</sup> Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment 2") dated this 15<sup>th</sup> day of May, 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Headrest, Inc. (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 14 Church Street, Lebanon, NH, 03766.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on March 23, 2016 (Item #6), and amended by an agreement (Amendment #1 to the Contract) approved on June 29, 2016 (Item #25) by Governor and Executive Council, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18, and Exhibit C-1 Paragraph 3, the Department reserves the right to renew the Contract for up to two additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council; and

WHEREAS, the parties agree to extend the completion date of the agreement by three (3) months, and increase the price limitation.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

1. General Provisions (Form P-37), Block 1.6, to add Account Numbers:  
05-095-092-920510-33820000-102-500734  
05-095-092-920510-33840000-102-500734
2. General Provisions (Form P-37), Block 1.7, to read September 30, 2017.
3. General Provisions (Form P-37), Block 1.8, to increase Price Limitation to read: \$516,400.
4. General Provisions (Form P-37), Block 1.9, to read Jonathan V. Gallo, Esq., Interim Director of Contracts and Procurement.
5. General Provisions (Form P-37), Block 1.10 to read 603-271-9246.
6. Add to Exhibit A, Section 1.3 to read:
  - 1.3 Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennium.



**New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services**

7. Delete Enhanced Services in Exhibit B-1 Amendment #1 Service and Fee Table as follows

<b>Service</b>	<b>Contract Rate (Maximum Allowed Charge)</b>	<b>Unit</b>	<b>Service Limit</b>
Enhanced Services	Cost Reimbursement	Cost Reimbursement	Up to \$38,765, and according to Section 6 of Exhibit B. This amount is inclusive of the amount in the Box 1.8 of the P-37.

And replace with the following:

<b>Service</b>	<b>Contract Rate (Maximum Allowed Charge)</b>	<b>Unit</b>	<b>Service Limit</b>
Enhanced Services	Cost Reimbursement	Cost Reimbursement	Up to \$46,518 and according to Section 6 of Exhibit B. This amount is inclusive of the amount in the Box 1.8 of the P-37.



New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

5/25/17  
Date

[Signature]  
Katja S. Fox  
Director

Headrest, Inc.

5/18/17  
Date

[Signature]  
Name: CAMERON FORD  
Title: EXECUTIVE DIRECTOR

Acknowledgement of Contractor's signature:

State of NH, County of Strafford on May 18, 2017 before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

[Signature]  
Signature of Notary Public or Justice of the Peace

[Signature]  
Name and Title of Notary or Justice of the Peace

My Commission Expires: June 4, 2019

**New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services**



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6/5/17  
Date

*Thomas B. Bradley*  
Name: *Tom Bradley*  
Title: *Assistant Attorney General*

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

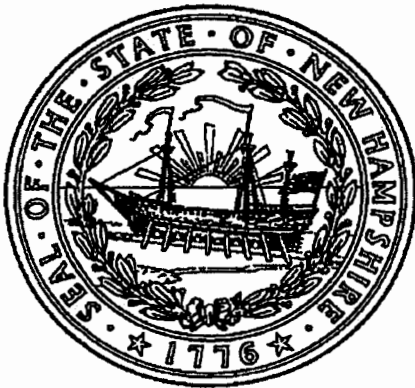
# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that HEADREST is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on April 27, 1972. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 61466



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 27th day of April A.D. 2017.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

# CERTIFICATE OF VOTE

I, J. Andrew Dambenspeck, do hereby certify that:  
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of HEADTEST  
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of  
the Agency duly held on 5/11/2017:  
(Date)

**RESOLVED:** That the EXECUTIVE DIRECTOR  
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to  
execute any and all documents, agreements and other instruments, and any amendments, revisions,  
or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of  
the 18th day of MAY, 2017.  
(Date Contract Signed)

4. CAMERON FORD is the duly elected EXECUTIVE DIRECTOR  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

J. Andrew Dambenspeck  
(Signature of the Elected Officer)

STATE OF NH

County of Suffolk

The forgoing instrument was acknowledged before me this 18th day of May, 2017.

By J. ANDREW DAMBENSPECK, SECRETARY  
(Name of Elected Officer of the Agency)

Christilla Ann Beauvalle  
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: June 4, 2019





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/18/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> A. B. Gile, Inc. PO Box 66 Hanover, NH 03755	<b>CONTACT NAME:</b>		
	<b>PHONE (A/C, No, Ext):</b> (603) 643-4540 <b>E-MAIL ADDRESS:</b>	<b>FAX (A/C, No):</b> (603) 643-6382	
<b>INSURED</b>  Headrest, Inc. 14 Church Street Lebanon, NH 03766	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A :</b> Philadelphia Insurance Co.		
	<b>INSURER B :</b> Liberty Mutual Ins. Co.		
	<b>INSURER C :</b>		
	<b>INSURER D :</b>		
	<b>INSURER E :</b>		
<b>INSURER F :</b>			

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>		PHPK1364472	07/15/2016	07/15/2017	EACH OCCURRENCE \$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000	
	<input checked="" type="checkbox"/> <b>Professional Liabilt</b>					MED EXP (Any one person) \$ 5,000	
GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000	
<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 3,000,000	
OTHER:						PRODUCTS - COMP/OP AGG \$ 3,000,000	
A	<b>AUTOMOBILE LIABILITY</b>		PHPK1364472	07/15/2016	07/15/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input type="checkbox"/> ANY AUTO						
	<input type="checkbox"/> ALL OWNED AUTOS					<input checked="" type="checkbox"/> SCHEDULED AUTOS	BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS					<input checked="" type="checkbox"/> NON-OWNED AUTOS	BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b>		PHUB507442	07/15/2016	07/15/2017	EACH OCCURRENCE \$ 3,000,000	
	<input type="checkbox"/> EXCESS LIAB					AGGREGATE \$ 3,000,000	
	<input checked="" type="checkbox"/> OCCUR					DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	\$ 3,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	N/A	WC5-31S336377026	07/15/2016	07/15/2017	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						
	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N					E.L. EACH ACCIDENT \$ 500,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 500,000	
						E.L. DISEASE - POLICY LIMIT \$ 500,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Workers Compensation Covered States- 3A Part One: NH. 3C Part Three: No coverage afforded for other states. Excluded Officers: Board of Directors.

### EVIDENCE OF INSURANCE

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
State of New Hampshire DHHS 129 Pleasant Street Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Jyemjo</i>

**HEADREST INC. MISSION STATEMENT**

***“We are dedicated to assisting anyone currently dealing with a substance use disorder, experiencing a crisis, or needing support, by providing effective programs and treatment regardless of ability to pay”***

HEADREST, INC.  
AUDITED FINANCIAL STATEMENTS  
YEARS ENDED JUNE 30, 2016 AND 2015

## INDEPENDENT AUDITORS' REPORT ON FINANCIAL STATEMENTS

To the Board of Directors  
Headrest, Inc.  
Lebanon, New Hampshire 03766

We have audited the accompanying financial statements of Headrest, Inc. (a nonprofit organization), which comprise the statements of financial position as of June 30, 2016 and 2015, and the related statements of activities and cash flows for the years then ended, and the related notes to the financial statements.

### **Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America: this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### **Auditor's Responsibility**

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit includes performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

## Opinion

In our opinion, the financial statements referred to the above present fairly, in all material respects, the financial position of Headrest, Inc. as of June 30, 2016 and 2015, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

## Other Matter

Our audit was conducted for the purpose of forming an opinion on the financial statements taken as a whole. The schedule of functional expenses on page 11 is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the basic financial statements taken as a whole.

Wheeler, Ring, Dolan & Dupuis, PC

*Wheeler, Ring, Dolan & Dupuis, P.C.*

Manchester, N. H. 03104

November 7, 2016

HEADREST, INC.  
 STATEMENTS OF FINANCIAL POSITION  
 JUNE 30, 2016 AND 2015

Assets	<u>2016</u>	<u>2015</u>
<b>CURRENT ASSETS</b>		
Cash	\$ 48,484	\$ 31,821
Accounts Receivable	84,943	44,762
Prepaid expenses	<u>3,829</u>	<u>0</u>
<b>Total current assets</b>	<b><u>137,256</u></b>	<b><u>76,583</u></b>
<b>Assets Limited as to Use</b>	<b>51,127</b>	<b>132,753</b>
<b>PROPERTY AND EQUIPMENT</b>		
Land	19,010	19,010
Building and improvements	229,467	229,467
Furniture, fixtures and equipment	<u>159,466</u>	<u>145,738</u>
Total property and equipment	407,943	394,215
Less accumulated depreciation	<u>312,921</u>	<u>303,959</u>
	<u>95,022</u>	<u>90,256</u>
<b>OTHER ASSETS, loan origination fee, net of Amortization 2016 and 2015</b>	<b><u>881</u></b>	<b><u>1,008</u></b>
<b>TOTAL ASSETS</b>	<b><u>\$284,286</u></b>	<b><u>\$300,600</u></b>

See Independent Auditors' Report and Notes to Financial Statements

HEADREST, INC.  
 STATEMENTS OF FINANCIAL POSITION  
 (continued)  
 JUNE 30, 2016 AND 2015

	<u>2016</u>	<u>2015</u>
<b>LIABILITIES AND NET ASSETS</b>		
<b>CURRENT LIABILITIES</b>		
Accounts Payable	\$ 2,614	\$ 1,666
Notes payable and current portion of Long-term debt	9,047	8,685
Accrued payroll and related expenses	<u>22,694</u>	<u>43,364</u>
<b>Total Current Liabilities</b>	<b>34,355</b>	<b>53,715</b>
<b>LONG-TERM DEBT, net of current portion</b>	<b><u>63,162</u></b>	<b><u>72,222</u></b>
<b>Total liabilities</b>	<b><u>97,517</u></b>	<b><u>125,937</u></b>
<b>NET ASSETS</b>		
Unrestricted net assets	<u>186,769</u>	<u>174,663</u>
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<b><u>\$284,286</u></b>	<b><u>\$ 300,600</u></b>

See Independent Auditors' Report and Notes to Financial Statements

HEADREST, INC.  
 STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS  
 YEARS ENDED JUNE 30, 2016 AND 2015

	<u>2016</u>	<u>2015</u>
<b>REVENUE AND SUPPORT</b>		
State contracts	\$ 278,599	\$ 320,228
Local government grants	105,232	111,634
Private foundations	25,799	42,141
United Way	21,448	9,586
Service fees	262,714	133,832
Contributions	109,206	109,879
Interest and dividend income	109	3,771
Total revenue and support	<u>803,107</u>	<u>731,071</u>
<b>EXPENSES</b>		
Program Services:		
Outpatient	454,553	492,792
CMRD	<u>193,539</u>	<u>198,883</u>
Total program services	<u>648,092</u>	<u>691,675</u>
Supporting Services:		
General and administrative	126,453	123,035
Fundraising	<u>16,456</u>	<u>17,479</u>
Total supporting service	<u>142,909</u>	<u>140,514</u>
Total expenses	<u>791,001</u>	<u>832,189</u>
Increase (Decrease) in Unrestricted Net Assets	12,106	(101,118)
Unrestricted Net Assets, beginning of year	<u>174,663</u>	<u>275,781</u>
Unrestricted Net Assets, end of year	<u>\$ 186,769</u>	<u>\$ 174,663</u>

See Independent Auditors' Report and Notes to Financial Statements



HEADREST, INC.  
 STATEMENTS OF CASH FLOWS  
 YEARS ENDED JUNE 30, 2016 AND 2015

	<u>2016</u>	<u>2015</u>
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Increase (Decrease) in Net Assets	\$ 12,106	\$(101,118)
Adjustments to reconcile excess of revenues and support over expenses to net cash provided by operating activities:		
Depreciation and amortization	9,089	6,676
Changes in operating assets and liabilities:		
(Increase) Decrease in assets limited as to use	81,626	(7,801)
(Increase) Decrease in accounts receivable	(40,181)	12,984
(Increase) Decrease in prepaid expenses	(3,829)	15,962
Increase (Decrease) in accrued expenses	<u>(19,722)</u>	<u>2,435</u>
Net Cash Provided by Operating Activities	<u>39,089</u>	<u>(70,862)</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Purchase of capital assets	(13,728)	--
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>		
Repayments of long-term notes payable	<u>(8,698)</u>	<u>(8,363)</u>
Net Increase (Decrease) in Cash	16,663	(79,225)
Cash at Beginning of Year, unrestricted	<u>31,821</u>	<u>111,046</u>
Cash at End of Year, unrestricted	<u>\$ 48,484</u>	<u>\$ 31,821</u>
<b>SUPPLEMENTAL SCHEDULE OF CASH FLOW INFORMATION</b>		
Cash paid during the years for:		
Interest	<u>\$ 3,170</u>	<u>\$ 3,498</u>

See Independent Auditors' Report and Notes to Financial Statements

HEADREST, INC.  
NOTES TO FINANCIAL STATEMENTS  
YEARS ENDED JUNE 30, 2016 AND 2015

NOTE 1 – NATURE OF ORGANIZATION

Headrest, Inc. ("Headrest") is a New Hampshire nonprofit corporation that provides information and referral, crisis intervention and other related services through the use of a telephone hotline and office visitations. Headrest also provides counseling and emergency shelter to transients, and information to the community relating to drugs and alcohol.

NOTE 2 – SIGNIFICANT ACCOUNTING POLICIES

The summary of significant accounting policies of Headrest is presented to assist in understanding the Organization's financial statements. The financial statements and notes are representations of Headrest's management who is responsible for their integrity and objectivity. These accounting policies conform to U.S. generally accepted accounting principles and have been consistently applied in the preparation of the financial statements.

The financial statements of Headrest have been prepared on the accrual basis of accounting. The significant accounting policies followed are described below.

Financial statement presentation

Financial statement presentation follows the recommendations of the Financial Accounting Standards Board in its Statement of Financial Accounting Standards (SFAS) No. 117, "Financial Statements of Not-for-Profit Organizations". Under SFAS No. 117, Headrest is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets.

Unrestricted net assets are comprised of operating revenues and expenses and contributions pledged which are not subject to any donor-imposed restrictions. Headrest, Inc. currently has \$186,769 and \$174,663 unrestricted net assets as of June 30, 2016 and 2015, respectively.

Temporary restricted net assets are comprised of contributions and gifts for which donor-imposed restrictions will be met either by the passage of time or the actions of the Organization. Headrest, Inc. currently has no temporarily restricted net assets as of June 30, 2016 and 2015, respectively.

HEADREST, INC.  
NOTES TO FINANCIAL STATEMENTS  
YEARS ENDED JUNE 30, 2016 AND 2015

NOTE 2 – SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Permanently restricted net assets include those assets for which donor-imposed restrictions stipulate that the asset be permanently maintained by the Organization. Headrest, Inc. has no permanently restricted net assets as of June 30, 2016 and 2015.

Use of estimates – The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Cash equivalents – For purposes of the statement of cash flows, Headrest considers all short-term investments with an original maturity of three months or less to be cash equivalents. At June 30, 2016 and 2015 there were no cash equivalents.

Assets limited as to use

Assets Limited as to Use represent board-designated assets for capital expenditures and reserves amounting to \$51,127 and \$132,753 at June 30, 2016 and 2015. Assets limited to use consist of cash and cash equivalents however these amounts have not been included in cash and cash equivalents for cash flow purposes.

Allowance for doubtful accounts – Headrest considers accounts receivable to be fully collectible, accordingly, no allowance for doubtful accounts is required.

Depreciation and fixed assets – Property and equipment are stated at cost if purchased and at fair market value on the date of the donations if donated. Assets donated with explicit restrictions regarding their use and contributions of cash that must be used to acquire property and equipment are reported as restricted or temporarily restricted support. Absent donor stipulations regarding how long those donated assets must be maintained, Headrest reports expirations of donor restrictions when the donated or acquired assets are placed in service as instructed by the donor. Headrest reclassifies temporarily restricted net assets to unrestricted net assets at that time. Depreciation is computed using straight-line and accelerated methods based on the estimated useful life of each asset. Estimated useful lives used for building and improvements are ten to thirty- nine years and for furniture and fixtures three to seven years.

Public support and revenue – All contributions are considered to be available or unrestricted use unless specifically restricted by the donor.

HEADREST, INC.  
 NOTES TO FINANCIAL STATEMENTS  
 YEARS ENDED JUNE 30, 2016 AND 2015

NOTE 2 – SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Income taxes – The Organization is a not-for-profit organization that is exempt from income taxes under Section 501©(3) of the Internal Revenue Code and classified by the Internal Revenue Service as other than a private foundation.

The Organization adopted the recognition requirements for uncertain income tax positions as required by generally accepted accounting principles, with no cumulative effect adjustment required. Income tax benefits are recognized for income tax positions taken or expected to be taken in a tax return, only when it is determined that the income tax position will more –likely-than-not be sustained upon examination by taxing authorities. The Organization has analyzed tax positions taken for filing with the Internal Revenue Service and the state jurisdiction where it operates. The Organization believes that income tax filing positions will be sustained upon examination and does not anticipate any adjustments that would result in a material adverse affect on the Organization's financial condition, results of operations or cash flows. Accordingly, the Organization has not recorded any reserves, or related accruals for interest and penalties for uncertain income tax positions at June 30, 2016.

Donated services and materials - Donated supplies and equipment are reflected as contributions in the accompanying financial statements at their estimated fair market values.

Functional expenses – Functional and administrative expenses have been allocated among program services based on an analysis of personnel time and space utilized for the activities.

NOTE 3 – LINE OF CREDIT

The Organization has a \$50,000 line of credit with a local bank through January 30, 2017, collateralized by all assets, with interest at Wall Street Journal prime. There was no outstanding balance at June 30, 2016 or 2015.

NOTE 4 – NOTES PAYABLE AND LONG-TERM DEBT

Notes payable and long-term debt consisted of the following as of:

	<u>June</u> <u>2016</u>	<u>June</u> <u>2015</u>
Mortgage note payable with bank with interest at 4% dated July 31, 2003 and due July 15, 2023 with monthly installments of principal and interest of \$982, secured by all assets of the organization.	\$ 72,209	\$ 80,907
Less current maturities	9,047	8,685
Long-term debt, less current maturity	<u>\$ 63,162</u>	<u>\$ 72,222</u>

HEADREST, INC.  
NOTES TO FINANCIAL STATEMENTS  
YEARS ENDED JUNE 30, 2016 AND 2015

NOTE 4 – NOTES PAYABLE AND LONG-TERM DEBT (CONTINUED)

Scheduled principal repayments on long-term debt for the next five years and thereafter follows:

Year Ending <u>June 30</u>	
2017	\$ 9,047
2018	9,412
2019	9,796
2020	10,193
2021	10,613
Thereafter	<u>23,148</u>
Total	<u>\$ 72,209</u>

NOTE 5 – COMPENSATED ABSENCES

Employees of Headrest are entitled to paid personal days depending on length of service and other factors. The accrued expense for compensated absences for the fiscal years ended June 30, 2016 and 2015 were \$17,856 and \$20,070 respectively. No more than 240, 180 and 120 hours for full time, ¾ time and ½ time employees, respectively, of personal leave may be carried over from the previous year's employment calculated on a calendar year basis.

NOTE 6 – MAJOR GRANTORS

A Substantial portion of Headrest's revenue comes from the Department of Health and Human Services of the State of New Hampshire. For the years ended June 30, 2016 and 2015 revenue from the contract was approximately 27% and 34%, respectively of total revenue.

NOTE 7 – EVALUATION OF SUBSEQUENT EVENTS

The Organization has evaluated subsequent events through November 7, 2016, the date which the financial statements were available to be issued.

HEADREST, INC.  
 STATEMENT OF FUNCTIONAL EXPENSES  
 FOR THE YEAR ENDED JUNE 30, 2016  
 WITH COMPARATIVE TOTALS FOR THE YEAR ENDED JUNE 30, 2015

	Program Services		Supporting Services			Combined Total 2016	Combined Total 2015
	Outpatient	CMRD	Total Program Services	General & Administrative	Fund Raising		
Personnel	\$331,228	\$108,724	\$439,952	\$38,357	\$12,338	50,695	\$514,698
Fringe benefits	48,489	15,917	64,406	5,615	1,807	7,422	94,737
Payroll taxes	26,545	8,713	35,258	3,074	988	4,062	39,988
Insurance	16,415	5,389	21,804	1,900	611	2,511	33,522
Professional fees	-	-	-	23,685	-	23,685	24,311
Supplies	7,692	5,725	13,417	9,421	-	9,421	21,924
Occupancy	6,776	11,366	18,142	3,716	-	3,716	18,146
Repairs and maintenance	6,594	11,061	17,655	3,615	-	3,615	20,183
Food	-	13,214	13,214	250	-	250	12,527
Billing Services	-	-	-	13,310	-	13,310	-
Communications	1,772	4,310	6,082	4,074	-	4,074	11,790
Travel	3,951	297	4,248	5,260	-	5,260	14,106
Depreciation	2,818	4,726	7,544	1,545	-	1,545	6,676
Marketing	-	-	-	6,195	-	6,195	4,776
Interest	971	1,665	2,636	534	-	534	3,498
Membership dues and fees	-	-	-	2,738	-	2,738	2,700
Professional development	1,302	321	1,623	565	-	565	4,173
Laundry	-	2,111	2,111	-	-	-	2,110
Printing and reproduction	-	-	-	986	712	1,698	1,161
Miscellaneous	-	-	-	1,613	-	1,613	1,163
	\$454,553	\$193,539	\$648,092	\$126,453	\$16,456	\$142,909	\$791,001
							\$832,189

See Independent Auditors' Report and Notes to Financial Statements

## **HEADREST BOARD OF DIRECTORS 5-15-2017**

### **BOARD OFFICERS**

President

Laurie Harding

Vice President

Harrison Drinkwater

Secretary

Andy Daubenspeck

Treasurer

James Larrick

Past President

John Creagh

### **BOARD MEMBERS**

Karen Borgstrom

Perry Eaton

John Ferney

David McGaw

Carol Olwert

Nancy Russell

Charlotte Sanborn

John Vansant

# Cameron Ford

## EDUCATION

B.S. degree, Organizational Management, Daniel Webster College, Nashua, NH  
Certificate, Human Services, NH Technical College, Manchester, NH

## PROFESSIONAL EXPERIENCE

*April 2017- Present*

*Executive Director, Headrest Inc.*

*Headrest is a non-profit community organization focusing on addiction and crisis assistance since 1971. Services include 24 hour Hotline, Outpatient Counseling, a Transitional Living program, and Outreach and Community Education.*

*I provide leadership and direction as the senior executive to the organization. Responsible for monitoring the quality and effectiveness of the agency programs and services, and provide effective leadership in the operations of the organization. Serve as a liaison for the agency within the community. Responsible for the overall financial health of the organization. Maintain oversight and compliance with state, federal and grant funding. Collaborate with other agencies to provide efficient services.*

*August 2015 to Present-*

*Founder, CEO Iron Heart Gateways to Success*

*Iron Heart is a non-profit dedicated to helping Veterans and people facing barriers to employment find and maintain living wage jobs with sustainability opportunities. As co-founder of this organization, I am committed to every individual that comes through the door to help them make life changing choices regarding employment, financial literacy and education.*

*February 2014 to June 2015-*

*Executive Director, Granite Pathways*

*Granite Pathways is a peer-support, self-help community that provides hope and dignity to adults with mental illness. The mission of Granite Pathways is to empower and support adults with mental illness to pursue their personal goals through education, employment, stable housing, rewarding achievements, and meaningful relationships. It does that by following the certification standards of the International Center for Clubhouse Development (ICCD), which define an evidence-based model of rehabilitation that achieves superior employment and recovery outcomes.*

- *Responsible for the overall management of the organization including staff development, strategic planning, fiscal management, and growth.*
- *Maintain stakeholder relationships, Establish, developed, and maintained collaborative relationships with foundations and funding sources*



- Increased membership at the clubhouse by 40%
- Increased number of employed members by 60%
- Completed training at an ICCD certified training Center (Genesis, Worcester Mass.)

**February 2004 to March 2013-  
Executive Director, MY TURN Inc.**

*The MY TURN program provides services to approximately 800 students per year through both in school and out of school programs. The programs provide educational advancement opportunities, dropout prevention, and include services such as community service learning, tutoring and study skills, employment skills training, mentoring, college preparation, leadership, and guidance and counseling. The majority of funding for the organization is through WIA funds in partnership with local workforce boards. My position initially covered the NH region until I was promoted in 2011 to manage the entire organization.*

- *Administered and oversaw the growth and fiscal management and operations of the MYTURN Organization in New Hampshire and Massachusetts. Responsibilities included Board Development, Strategic planning, fundraising and program development. Position reported to the CEO.*
- *Established, developed, and maintained collaborative relationships with foundations, workforce boards and funding sources, and high demand labor market industries.*
- *Successfully expanded the marketing of the program to and created partnerships with schools, community colleges, Chambers of Commerce, local civic organizations, state vision teams and economic development groups.*
- *Explored and developed sustainable avenues for funding and for the growth and continuous improvement of the MY TURN programs through financial collaborations with schools and higher education entities, grant writing, and responding to RFP's*
- *Managed and motivated 18-20 staff throughout the region including all aspects of human resources.*
- *Responsible for Regional Board Development, Strategic planning, fundraising and program development. Position reports to the CEO.*

**Oct 1994-April 2004-  
Work Opportunities Unlimited Inc., Director of Youth Development**

- *Oversaw the operation of the Youth Career Program for adjudicated youth that included peer and family groups, career focused jobs for youth, adventure-based activities such as hikes, camping trips, deep-sea fishing, and experiential based group activities. This program was highly regarded in New England as an alternative to placement for adjudicated youth. During my leadership, this program averaged a 9% recidivism rate.*
- *Created and established new state marketing to funding sources and industry, development and implementation of the Youth Career Program that assisted*

*adjudicated and at risk youth in Workforce Development and youth development activities. Trained new directors and staff. Contributed to the strategic plan process for growth of the youth programs within the organization and developed strategies for expansion into new states. During my leadership, this program received recognition as a Promising Effective Practices Program from the National Youth Employment Coalition in Washington DC*

- *Responsible for the management of five offices in N.H. and the supervision of as many as 18 staff. Directly involved in hiring of staff, training and support, and program growth. Developed and consistently exceeded yearly program recruiting, operational and financial goals through a strategic planning process.*

***March 1991-Oct 1994-***

***Work Opportunities Unlimited Inc. Concord N.H Employment Representative***

- *Responsible for job development activities for youth and adults with disabilities. Worked with Counselors from Vocational Rehabilitation, Area Agencies and local schools. Carried a caseload of 45 clients that included adults and youth from schools and the Youth Development Center. Maintained an 80% success rate for placements.*

***Volunteer Associations-***

- *Co-Chair, Manchester Continuum of Care*
- *Past Board Chair, Girls at Work, Non-Profit Organization that engages girls in non-traditional work experiences, with emphasis on the construction field*
- *Queen City Rotary Club*
- *Board of Directors, Helping Hands, Manchester NH*

***Achievements/Awards-***

- *St. Anselm College Presidents' Community Partner Award*
- *"Entrepreneurship101Award" National Consortium for Entrepreneurship Education*
- *National Youth Employment Coalition's New Leaders Academy Class of 2000.*

***Certifications-***

- *National Foundation for Teaching Entrepreneurship*
- *CESP, Nationally Certified Supported Employment Support Professional*
- *Clubhouse Administrative Training Certification. 2015, Genesis, Worcester Mass.*

***References- Available upon request***

# Eric Harbeck

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## EXPERIENCE

### Headrest, Inc.

*Business Manager, Hotline/Residential Counselor*

Lebanon, NH  
May 2014-Present

- Connect, maintain and supervise relationships with insurance agencies, claim submission and reimbursement and compliance.
- Assist the Executive Director with any projects, grant funding requests and/or grant.
- Manage applications, renewals or termination of benefits for all employees.
- Review and correct payroll for submission to payroll service, submit bills to payroll service.

### Jakes Market and Deli

*Customer Service Assistant/Store Clerk*

Andover/New London/Lebanon, NH  
September 2012 - Present

- Assist customers with questions and concerns.
- Maintain a clean and organized work environment.
- Promptly distribute products upon delivery from vendors.
- Work with store manager and vendors on how to increase efficiency and productivity.

### Webster House

*Child Care Worker*

Manchester, NH  
Feb. 2012 – Aug. 2012

- Write log reports at the end of every shift.
- Meet one-on-one with selected residents discussing their progress.
- Attend biweekly meetings with co-workers and administration to discuss state of the house.
- Supervise, organize and participate in activities with the residents.

### Warwick Mills

*Mix Technician*

New Ipswich, NH  
June 2011 – Jan. 2012

- Check schedule for daily tasks.
- Check in with supervisor for various projects to complete outside of the department.
- Troubleshoot issues that would arise with equipment.
- Record material usage into inventory database.

### Colby-Sawyer College Library Learning Center

*Information Services Assistant/Help Desk Assistant*  
2011

New London, NH  
Sept. 2007 – May

- Check materials In and Out, shelve materials and check shelving accuracy.
- Cover front desk and assist students and community members with library questions.
- Interface with Archives and Inter-Library loan system in addition to other offices on campus.
- Professionally answer Help Desk support line and conduct basic trouble-shooting.
- Generate service requests and respond to voice mail in timely manner.

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## EDUCATION

### Bachelor of Arts in Psychology

Colby-Sawyer College

New London, NH  
Sept. 2007 – May 2011

### Certified Recovery Support Worker

April, 2016

### Recovery Coach Academy-CCAR Model

June, 2016

**Academic Highlights:** Theories of Counseling, Child Psychology, Psychology of Personality, Biological Psychology, Cross-Cultural Psychology, Learning and Cognition, Directing and Stage Management, Jazz Dance

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## ACTIVITIES & INTERESTS

**Secretary/Member:** Crossroads Christian Fellowship.

**Member:** Cross-Cultural Club, Psychology Club, Safe-Zones and CSC Players.

**Off-Campus Senator:** Student Government Association.

# M. KATHLEEN RUSSO BS, LADC, LCS

## **Substance Abuse Counseling**

**Clinical Director, HEADREST:** Lebanon, NH; Supervision of Low-Intensity Residential Treatment program, Supervision of Outpatient services, Development of new licensed counselors, expanding Substance Abuse Services in the Upper Valley, August 2016 to present.

**Independent Contractor:** September 2006 to present

- **Outpatient Therapist:** RTT Associates, Concord, NH, Facilitating forensics group, working with Federal and State probation/parole clients, case management, conducting evaluations and outpatient substance abuse counseling. Part-time. January 07 to February 2011.
- **New Hampshire Technical Institute;** Adjunct Instructor, taught Group Counseling and Psychopharmacology, Spring 2007
- **Clinical Supervisor:** Keystone Hall Nashua, NH, 8-10 hours per week providing clinical supervision to counselors working toward licensure. Working in the crisis intervention/ sobriety maintenance program. Member of treatment team and liaison with administration. Monitored for compliance with state regulations. June 2006 – March 2007
- **Private Practice:** Nashua location for five years, part-time. Working with referrals from attorney's offices, DWI counseling and aftercare, Department of Transportation evaluations, consultation with families to assist with interventions as well as group counseling. Tilton private practice since July 2006, with similar clientele. Managing business budget for five years. Closed Nashua office in March 2008. Currently in Private Practice in Tilton, NH.

**Director of Rehabilitation Services,** Harmony First, Bedford, NH, **October 2000 to September 2006**  
Developed and implemented a successful Intensive Outpatient treatment program for Harmony First, Bedford, NH. Provided IOP services, group and individual therapy. Assessed patients for placement in Outpatient Detoxification services with medical staff at this location. Provided treatment planning and case management to all patients. Facilitated Family Education Groups to compliment this program. Provided utilization reviews with insurance companies, sharing clinical information for reimbursement. Responsible for fielding crisis intervention calls for placement into detoxification and treatment services. Provided families and loved ones with intervention services and referrals.

**Outpatient Therapist,** Birchwood Counseling, Nashua, NH **October 1998 to October 2001**  
Conducted group therapy, individual therapy and evaluations. Worked with Community Alcohol Information program clients and other referral agencies to assist with DWI aftercare requirements, provided substance abuse services for referrals from Department of Child and Family Services.

**Clinical Supervisor:** Roxie Avenue Rehabilitation Center and Treatment Alternatives to Street Crimes, Cumberland County Mental Health Center, and Fayetteville, NC – **1996-1997**  
Provided clinical supervision for in-patient detoxification crisis stabilization center, provided clinical supervision to Criminal Justice Intensive Out patient Treatment Program, Treatment Alternatives to Street Crimes, Cumberland County Mental Health, Facilitated Dual Diagnosis outpatient treatment groups, provided consultation services to Intensive Probation and Parole, State of North Carolina. Provided Consultation services to Day Reporting Center, Cumberland County, NC. Lead Clinical Substance Abuse Counselor for high- risk treatment cases, provided In-service training and staff development training.

**Chemical Dependency Counselor**, Locked and Open Acute Psychiatric Units; Cape Fear Valley Medical Center, Fayetteville, NC October 1992- March 1996

Coordinated and provided Education and Consultation services for open and locked inpatient psychiatric units. Provided Consultation services in a County Medical Center to medical/surgical, labor/delivery, orthopedics and GYN patients for the hospital physicians. Provided Education and Consultation services to Adolescents in a Sexually Troubled Youth Program, provided Substance abuse counseling and case management services for a Residential Treatment Program inpatient psychiatric/acute care program. Responsible for case management and discharge planning of all patients in all hospital programs.

**Employee Assistance Program Counselor**: Cape Fear Valley Medical Center, Fayetteville, NC  
Responsible for identification and assessment of performance based personnel problems and chemical dependency issues as an Employee Assistance Program Counselor.

**Clinical Supervisor**: Cape Fear Valley Treatment Center, Fayetteville, NC  
Developed and implemented Quality Assurance Improvement program for an Intensive Outpatient Treatment program. Supervised an outpatient treatment staff of five providing direct patient care.

**Coordinator**: Pain Management, Inpatient Services, Cape Fear Valley Medical Center  
Coordinator of services for an Inpatient Pain Management Treatment Program  
Facilitated multi-family, couples and women's groups, provided individual therapy  
Facilitated Aftercare and Relapse Prevention groups.

**Chemical Dependency Counselor**: Tripler Army Medical Center, Department of Psychiatry, Schofield Barracks, HI 1988-1992

Provided social work, psychological treatment and consultation services to Alcohol and Drug dependent; military, civilian personnel and family members in rehabilitation. Conducted individual and group therapy. Provided case management services for military personnel and their family members while in treatment. Member of treatment planning team for inpatient and outpatient, U.S Army Drug and Alcohol program. Coordinated development and conducted psycho/social assessments in clinical setting.

**Caseworker Supervisor**: American Red Cross, Service to Armed Forces and Veterans; Ft. Sill, OK 1986-1988  
Supervised and trained caseworkers for Services to the Armed Forces, American Red Cross. Provided notification services to service members of family emergencies and provided financial assistance with Red Cross guidelines. Member of the Board of Directors for the American Red Cross. Recipient of the Clara Barton award for Volunteerism.

#### **Program Development and Management**

- ❖ Developed and Managed, Intensive Outpatient Treatment Program, Harmony First, 2000 to 2006
- ❖ Developed Family Education Program to adjunct the Intensive Outpatient Program 2000 to 2006
- ❖ Developed group therapy program for DWI offenders in a private practice setting, 1998-2001
- ❖ Developed, designed and implemented Intensive Outpatient Treatment Program, Treatment Alternatives to Street Crimes, Day Reporting Center, Cumberland County Mental Health, Fayetteville, NC 1996-1997
- ❖ Developed and implemented Chemical Dependency Education for In-patient Adolescent Services, Cumberland Hospital, Fayetteville, NC -1994-1996
- ❖ Developed and implemented screening tools for acute In-patient psychiatric nursing for alcohol and drug dependent patients
- ❖ Designed and implemented Relapse Prevention Program for Inpatient Pain Management Program, Cape Fear Valley Medical Center, Fayetteville, NC- 1992-1996
- ❖ Designed and implemented Alcohol and Drug Treatment Program for U.S. Army's Regional Confinement Facility: Ft. Sill, OK - February 1992- June 1992
- ❖ Designed and implemented Intensive Outpatient Treatment Program for the U.S. Army's Alcohol and Drug Abuse Prevention and Control Program, Schofield Barracks, HI 1989-1992
- ❖ Designed Alcohol and Drug Prevention Program for the American Red Cross: Ft Sill, OK 1986-1988

#### **Education**

- ❖ B.S., Social Science Education: Plymouth State College, 1983
- ❖ 2-week Visiting Professional Course; Tripler Army Medical Center, TRI-SARF; Honolulu, HI
- ❖ U.S. Army Alcohol and Drug Rehabilitation Training, Ft Sam Houston, TX: Individual course 14-days; Group Course, 14 -days; Advance Counseling Course, 7 days
- ❖ 1 year Internship program, U.S. Army, Schofield Barracks, HI 1989

**Certification**

- ❖ New Hampshire, LADC #0445
- ❖ New Hampshire LCS #045
- ❖ Certified US. Department of Transportation Substance Abuse Professional, Current
- ❖ US Army, Health Services Command, 1989
- ❖ Hawaii, Certified Substance Abuse Counselor; #551 - 1990
- ❖ North Carolina Certified Substance Abuse Counselor #1096 - 1998

**Professional Associations**

- NAADAC 1986- present
- NHADACA Secretary 2002-2004
- NH Providers Association – Current
- NHADACA- Current
- Board member of the NH Board of Licensing of Alcohol and other Drug Abuse Professional April 2016- Current
- Co-Chair of Integrated SUD /1115 Wavier-current

**Patricia A. Martick-Campbell, M.S.**

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**LICENSED ALCOHOL AND DRUG COUNSELOR**

For over forty years I have provided input for police, probation/parole, judges, prosecutors and defense counsel about individuals and issues involved in Substance Abuse. I have worked in courts, medical facilities and mental health practices to provide an evaluation of individual's alcohol and drug issues and propensity for drug/alcohol issues and mental health issues. Provided interventions, referrals as well as training for professionals in law enforcement. Adept at giving superior written and oral assessments and recommendations for presentations before the court.

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**EDUCATION**

**BOSTON UNIVERSITY SCHOOL OF MEDICINE-CERTIFIED ALCOHOLISM  
COUNSELOR, CERTIFICATE PROGRAM** January 23, 1979

**UNIVERSITY OF MASSACHUSETTS-BACHELOR OF ARTS-MAJOR HUMAN SERVICES  
MINOR LAW** June 1984

**UNIVERSITY OF MASSACHUSETTS-MASTER OF SCIENCE-MAJOR HUMAN  
SERVICES, MINOR LAW** June 1986

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**CERTIFICATES AND PROFESSIONAL AFFILIATIONS**

**NEW HAMPSHIRE LICENSED ALCOHOL AND DRUG COUNSELOR-#0273**

**INTERNATIONALLY CERTIFIED ALCOHOL AND DRUG COUNSELOR-ICADC #10466**

**NATIONAL ASSOCIATION OF FORENSIC COUNSELORS-SINCE 1996 CERTIFIED  
MASTER ADDICTIONS COUNSELOR#14830**

**FEDERALLY CERTIFIED TRAINER OF TRAINERS FOR HIV-1995**

Provided this training to Department of Corrections personnel at Police Standards and Training.

## EXPERIENCE

2017-Present Headrest, 14 Church Street, Lebanon, N.H.

Out patient counselor part time. Provide Substance Use Disorder treatment on an outpatient basis, interventions and referrals. Cofacilitate the Intense Outpatient Program. Assist as needed with services for the residence. Provide LADC supervision for Recovery Coaches. Provide counseling services for the Criminal Justice system clients.

2003-Present Patricia A. Martick Campbell, M.S.

Private practice primarily involving evaluations and assessments of individuals involved in legal proceedings before NH courts and referred by legal counsel, Prosecutors, police and Impaired Driver Education Programs as well as Department of Motor Vehicles for professional assessment, intervention and treatment plan. For presentation in the individual's defense as well as alternative sentencing. Also provide assessment, treatment plan and counseling to individuals and/or their family members for non-legal purposes. This includes marital counseling as well as individual counseling.

1993-2003 NH Department of Corrections, Probation and Parole, Concord, NH

As Court Referral Officer, duties and responsibilities included: Assessments, interventions, consultation with PPO's, police, Courts and prosecutors as well as input for defense attorneys. Provided substance abuse groups for prerelease parolees as well as assessments and referrals prior to release. I carried a caseload of alternative sentenced individuals (20-40). Provided interventions and groups of clients instead of violations.

1989-1992 Community Alcohol Information Program, Concord, NH

Taught DWI classes, did exit interviews, represented the program at DMV Red Flag Hearings acting as the prosecutor. Did various training and administration tasks.

1985-1989 Seminole Point, Sunapee, NH

Director of Marketing and Clinical Director of out of state outpatient facilities: provided expert testimony regarding individuals involved in the legal arena due to substance abuse. As Director and Clinical Supervisor for the Whispering Pines inpatient adolescent facility, duties and responsibilities included administrative responsibilities such as hiring, firing, and problem solving; accreditation for the hospital; and supervision of staff both clinical and employer.

1978-1985 Max Monroe, Ph.D., Hingham, MA

Associate providing counseling of substance abusers and their families. Provided counseling and



intervention services for the Boston Police and Fire Departments; troubled employee program for individuals living on the South Shore of Massachusetts making referrals providing counseling for officers and their families as well as making "back to work recommendations".

1964-1966 Scituate, Massachusetts Police Department, Scituate, MA

Part-time Police Matron assisting police personnel with female prisoners and victims and their children. This was prior to women being hired in law enforcement and tasks and responsibilities reflected the time.

Robert E. Dorley - LADC  
Licensed Alcohol and Drug Counselor - # 0438

Experience:

Borderline Counseling Services 2000 – Present: - Owner Operator - 16 years

2000 –2010- Merrimack County Department of Corrections, Boscawen, NH  
Substance Abuse Counselor & Programs Director and Facilitator.

2000 – 2009: - Case Manager, Substance Abuse Counselor, and Client Education for the  
Merrimack County Academy Program.

1997-2000: – West Central Services (affiliate of Dartmouth/Hitchcock Hospital, Hanover, NH)  
Impaired Driver Intervention Instructor, Exit Evaluator, Intake Testing & Screening

1995 – 2014 - ( Staff and “Per-Diem” Staff ) - Resource for Evaluating Alcohol Problems -  
NCAAD/Greater Manchester, Manchester, NH Alcohol and Drug Abuse Counselor, Impaired Driver  
Intervention Instructor, and Exit Evaluator.

Self-Empowerment of Concord – Substance Abuse Counselor 2012-201

Community Alcohol Information Program: - Clinical Supervisor – Evaluations - Treatment Planning -  
2013- 2016

Headrest Transitional Living Program: - Outpatient/Intensive Outpatient Substance Abuse Counselor 2016  
present.

Per- Diem Group Facilitator and Substance Use Evaluator - Concord Diversion and Pre-trial Services 2026  
– present.

Education

New Hampshire Technical Institute, Concord, NH Student

A S. Degree Phi-Theta- Kappa Honor Society, Human Services Specializing in Alcohol and Drug  
Abuse Counseling 1995 - National Dean’s List 1995.

Certified Impaired Driving Intervention Program Instructor State of New Hampshire (current).

Certified Prevention Research Institute Instructor –PRIME FOR LIFE” (current).

Passed International Certification Reciprocity Consortium/ Alcohol and Other Drug Abuse Certification.  
(Registration #2931122003) - June 1995.

New England School of Addictions Studies (Amherst Collage NH) 1999.

Harvard Medical School Treating the Addictions Studies – 2001.

New Hampshire School of Addiction Studies (Franklin Pierce College) 2003

Vermont Corrections Institute (effective case management of substance abuse offenders) 2002.

Cape Cod Symposium (North River Foundation) Study of Addictions – 2003.

New England School of Addiction Studies (Franklin Pierce College, NH) 2003.

New England Advanced Studies on Addictions (Opioid Addiction) 2004.

Harvard Medical School Treating Addictions Studies - 2005

Cape Cod Symposium (North River Foundation) Study of Addictions 2014  
Cape Cod Symposium (North River Foundation) Study of Addictions 2015

New England School of Advanced Addictions Studies (Waterville Valley New Hampshire) 2016

\*\*\* These preceding studies do not include multiple studies of 48 hours of continued study obtained or presented throughout the past 21 years and required credit units necessary to remain a Licensed Alcohol and Drug Counselor in good standing. *Grandfathered as a Counselor offering a masters level of substance use treatment in private practice.*

Clinical Training

- \*\* Catholic Charities – Brockton, Ma - Quincy, Ma. Support Staff (per diem) -1982-1985
- \*\* Seaborn Hospital (intern) Substance Abuse Rehabilitation Unit, Dover, NH. 1992 -3-years
- \*\* Friendship House (intern) Substance Abuse Treatment Center, Bethlehem, NH. 1994 -1-Year
- \*\* Alcohol and Drug Intervention Program (work study) Concord, NH.1991 - 1-year

Additional

- \*\* New Hampshire Alcohol and Drug Association Named Counselor of the year 2006
- \*\* Merrimack House of Corrections Employee of the Year 2010
- \*\* Inducted into the Massachusetts Country Music Hall of Fame - 2004

**OBJECTIVE**

To work for an organization that will utilize my education and experiences

**EDUCATION**

**Springfield College, Manchester, NH • May 2015**

- Bachelor of Human Service – *Summa Cum Laude*
- Major: Human Service/Concentration: Addiction Studies
- GPA: 3.944

**Honors/Awards**

- Dean's List/Academic Achievement Award/Kathy Anderson Scholarship
- Springfield College Scholarship Award/*Pi Gamma Mu*

**Relevant Courses**

- Interviewing Techniques, Addiction Counseling, Crisis Intervention
- Coping with Disease and Death, Group Techniques & Analysis
- Dynamics of Case Management, Substance Use & Abuse, Prevention to Treatment
- Family Counseling and Understanding Diverse Cultures, Intro Psychopathology

**WORKING/COUNSELING EXPERIENCE**

**Residential Counselor – December 2015-Present**

**Headrest, Inc. – 14 Church Street, Lebanon, NH 03766**

**Family Worker/Advocate • August 2014 – November 2015**

**Tri County Cap Head Start – 610 Sullivan Street, Berlin, NH 03570**

- Community/Committee organizational resource work and networking connections
- Comply with the federal, state, and local regulations
- Travel to business sites and to home visits, building trusting relationships
- Maintain confidential client files and records both electronic and paper form
- Motivational interviewing
- High level of professional and ethical standards
- Working with a multi-disciplinary team approach

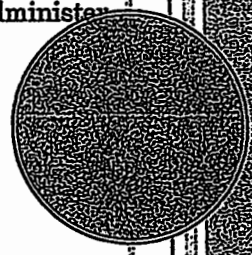
**Support Worker • March 2013 – August 2014**

**Keystone Hall/Cynthia Day Family Center - 615 Amhurst St, Nashua, NH 03063**

- Maintained in house services to include groups, medications, transportation, shift notes
- Conduct a safe and healthy environment with high priority, room checks, and administered substance use testing
- High level of independent functioning and flexibility
- Strong professional customer service skills and personable support
- Provided substance abuse therapeutic treatment in a caring environment
- Working knowledge of the 12 steps AA, NA, and Nar-anon
- Facilitated therapeutic groups

**Recovery Coach • March 2012 – Jan 2013**

**Friends of Recovery - 25 Lowell Street, Manchester NH 03101**



- **Administrative Intake/assessments**
- **Motivational interviewing**
- **Strength based movement through the stages of change**
- **Individual evidence based practices in treatment**
- **Maintained records and referrals**

#### **PROFESSIONAL/VOLUNTEER EXPERIENCE**

- **Mentor/Good Bridges/Goodwill**
- **Volunteer Transporter/Transport Central**
- **Treasurer/Board of NHTIAD/NHADACA**
- **Treasurer/Board of Transport Central**
- **Volunteer/Restorative Justice**
- **Plymouth Planning Board/Town of Plymouth**
- **Volunteer/Spere Memorial Hospital**

#### **PROFESSIONAL ORGANIZATIONS/CERTIFICATIONS**

- **Certified Recovery Support Worker/CRSW/State of New Hampshire**
- **Certified Recovery Coach and Trainer of Trainers**
- **Prime for Life Instructor/Certified**
- **Citizen Involvement/NHDOC**
- **Impaired Driver Education Instructor/exp. 8/14/2018**
- **Escort/Sober Escorts**
- **306 CEU Trainings**

#### **SKILLS**

- **Microsoft Word**
- **Excel**
- **PowerPoint**
- **Office Experience**
- **Various computer programs utilized for data entry (WITS)**
- **Developing reports**
- **Networking and communication**

#### **INTERESTS**

- **Outdoor activities**
- **Snow shoeing**
- **Hiking**
- **Camping and spending time on the river**
- **Landscaping and gardening with vegetables and flowers**
- **Developing my artistic abilities through interior decorating, Fashion, photography and painting**

# THOMAS HOWARD

## SUMMARY

I am the owner and operator of Serenity Carpets, a small retail flooring store in Croydon N.H. I have been in the flooring business since 1984. My business services many apartment complexes such as the Claremont Manor, Winter St. Commons, and Sugar River Apts. in the Upper Valley. I also operate Serenity Farms, a small vegetable and beef producing 59 acre Farm in Croydon. Being interested in the helping professions I have decided to peruse a career as a Licensed Alcohol and Drug Counselor ( LADC). I am currently the Residential Manager at Headrest a low intensity transitional living facility at 14 Church St. Lebanon N.H. I graduated from NHTI in May of 2014 with a degree in Addiction Counseling. I graduated with a 3.92 grade average. I am currently studying for the LADC exam, and should be licensed as a drug and alcohol counselor by September of this year. (If all goes well)

## HIGHLIGHTS

- DSM-IV knowledge
  - Court procedures familiarity
  - Passion for social work
  - Sound judgment
  - Group homes
  - Sound judgment
  - Experience working with disabled persons
  - Working with 12 step programs
  - Skilled mediator
  - Natural leader
  - Compassion
  - Community resources specialist
  - Exceptional problem solver
  - Charismatic public speaker
  - Excellent analytical skills
  - Outstanding interpersonal skills
  - PowerPoint proficiency
  - Quick learner
  - Strong verbal communication
- Child Protective Services (CPS)

## ACCOMPLISHMENTS

### Presenting

Demonstrates strong communication skills through ( Serving as State Representative for Sullivan County from 2008-2012 )

Researched and developed many issues for my constituents which resulted in positive legislation for education and natural resources and development in N.H.

Initiated legislation that streamlined education issues in NH

Current member of NH Farm Bureau of Sullivan County

Former member of the Board of Directors for Mountain view Counseling

Member of the Newport Chamber of Commerce  
Ran four Boston Marathons  
Have 3 wonderful children and 5  
grandchildren whom I adore

I

## EXPERIENCE

5/2015 to 5/2017

Residential Manager

5/2014 to 5/2015

Residential Counselor

9/2012 to 5/2014

Intern at Headrest for addiction counseling

3/1983 to 3/2017

Owner/operator retail store  
Serenity Carpets - Croydon, NH  
Registered Serenity Carpets as business with State of NH in 1989. Operated in  
Mass prior to 1989

01/1981 to 02/1983

Teacher/ teacher aid Physical ed  
Hayden Academy - Dorchester, Mass

## EDUCATION

Education  
Boston State College - Boston, Mass., U.S.A.  
Bunker Hill Community College (general Studies) 1986  
NHTI-Graduated  
with degree in  
addictions  
counseling with  
3.92 average

# Lara Kristen Quillia

## Education

### **Hartford High School (HHS), Hartford, Vermont**

June 2007

Honors and Awards: The National Honor Society, (Secretary 2005-2007)

Service Above Self Award (for dedication to the act of volunteering)

Outstanding Youth Award (for excellence in Scholarship, Sportsmanship, and Citizenship)

### **University of Vermont (UVM), Burlington, Vermont**

May 2011

Bachelor of Science Degree in the College of Education and Social Services

Major: Social Work

Honors and Awards: University of Vermont Dean's List, The National Society of Collegiate Scholars and

Phi Alpha Honor Society (for excellence in academic performance in social work)

### **Karl-Franzens Universitat Graz, Graz, Austria**

2/2010 – 7/2010

Whilst attending UVM I spent a semester abroad focusing on cultural studies and learning German at an intermediate level. In addition to my studies I was able to fulfill an ambition of mine to expand my knowledge of the world and foreign cultures by extensively traveling throughout Europe and Northern Africa.

## Social Work Experience

### **State of Vermont Economic Services (formerly PATH)**

11/2003 – 12/2006

For three years was the HHS chief coordinator and in-service representative for the local community

Christmas Project, a program that connected over 50 children in need from the local community with both the high school and middle school classrooms, sponsors, and donors. I was responsible for cost-effectively handling the contributed funds/donations and providing the children with presents and/or winter clothing during the holiday season.

### **New Sudan Education Initiative (NESEI)**

3/2009 – 4/2009

Created a new training manual for future volunteers to help them learn about the NESEI organization; as well as what their time in Africa would be like, how it might feel to return to their home countries after their experience, and things they could do to prepare for their experience.

### **Career Connections**

9/2010 – 5/2011

As part of my senior curriculum I worked as an employment counselor intern assisting adults with serious and persistent mental illness in identifying and accomplishing their education or employment goals.

Furthermore, I co-facilitated an eight-week group on stress management and calming techniques.

## Work Experience

### **Headrest – Lebanon, NH**

8/2016 – Present

Residential Case Manager – In collaboration with other program staff and clients, ensure the safety of residents living at Headrest. Support residents in recovery from substance use disorder to complete their treatment goals and achieve successful re-entry into the community.

### **Murphy's on the Green – Hanover, NH**

5/2012 – 10/2016

Server/Bartender – Implement efficient time management and organizational skills while engaging in interpersonal communication with diverse clientele. Assisting in the management of staff and coordination of logistics during shift, monitoring of customers, and training and supervising new staff.

### **Market Table – Hanover, NH**

9/2011 – 5/2012

Server – Anticipated and responded promptly to the desires of patrons, while contributing to the overall efficiency and friendly atmosphere of the restaurant.

References Available Upon Request



# CALEB E. KELTON

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Multifaceted and goal-oriented professional with valuable experience in office management, staff coordination and crisis intervention. Highly organized and detailed oriented, adept at providing administrative direction and business office operational strategies critical to a thriving agency. Excel at overseeing multiple functions simultaneously and forming definitive, preemptive solutions to emerging issues. Proactive with excellent interpersonal and communication skills. Experienced in collaborating with different personalities as well as working independently on my own initiative.

## ***Core Competencies***

***Organizational Leadership • Administrative Functions • Office Management • Purchasing • Client Relations  
Staff Training and Development • Data Entry & Records Management***

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## **PROFESSIONAL EXPERIENCE**

Headrest • Lebanon, NH 2011 – Present  
**Hotline Coordinator**

Coordinate staff scheduling and office operations. Screen, hire and train crisis counselors. Maintain accreditation with national suicide prevention organizations. Creating and maintaining staff schedules.

General Truck and Equipment • Westminster, VT 2008 – 2011  
**Office Manager**

Organize and coordinate office operations and procedures to ensure organizational effectiveness and efficiency. Handle accounts receivable and accounts payable, sales, and customer service, including maintenance of company website.

Wells Law Office • Putney, VT 2005 – 2008  
**Assistant**

Provided administrative support to management of the company through conducting and organizing administrative duties and activities including receiving and handling sensitive client information. Answered telephones and provided customer service to clients. Carried out data entry and drafting of complaints, writs and motions for judgment.

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## **EDUCATION AND CREDENTIALS**

**Liberal Arts, Keene State College - Keene, NH, 2007 – 2011**

**Suicide Prevention Council – Concord, NH 2015- Present**

## **TRAINING**

Crisis intervention and counseling, risk assessment

## **COMPUTER SKILLS**

Microsoft Office Suite: Outlook, Word, Publisher, Excel, PowerPoint  
ICarol Hotline Database

## Employment History

June 2015 - Present (Full Time)

2014 - Present (Part Time)

Colby Sawyer College

New London NH

Position: Rounds Cook

Immediate Supervisor: Henry Doyle Executive Chef 603 526 3987

Department Head: Mike Hefferdon General Manager 603 526 3989

March 2017 - Present : Headrest, Inc. Residential Program Assistant

2010 - 2015 (Full Time)

2009 - 2010 (Part Time)

Proctor Academy

Andover NH

Position: Night Dinner Chef

Immediate Supervisor: Barbara Majors Food Service Director 603 735

6250

Department Head: John Ferris C.F.O. 603 446 7561

1994 - 2007

So. NH Medical Center

Nashua NH

Position: Coffee Shop Supervisor

Contact Human Resources 603 577 2000

Further References available upon request



## Jim Doherty

Carpentry and construction has been very good to me, but more and more I am drawn to the field of addiction recovery. Established reputation for being reliable and responsible. A person in recovery from alcohol and cocaine dependence since 1/1/1987. Passion for all things recovery.

### Certifications

Recovery Coach November 2015 and January 2017

Ethics March 2016

### Related Experience

1990-91 Spofford Hall- Night Counselor ...One of two over night staff responsible for security and bed checks. Limited patient interaction.

1991-92 Seminole Point Night Counselor...Solo overnight staff responsible for security, bed checks, answering phones. Limited patient interaction.

2010-16 Owned and operated a sober house in Unity, NH ...Transportation to meetings, jobs, doctors, etc. for up to six men. Had one in house open Big Book meeting on Monday nights. Much one on one time.

### Recovery Related Public Speaking

Homeless Vigil December 21 2015 Gazebo on the Green Newport NH

"Killer High" event panel- March 2016- Claremont NH Opera House

# SARAH BARNES

## OBJECTIVE

Utilize my extensive managerial and entrepreneurial experience to help develop and maximize the challenges presented to me within the scope of my employment.

## EXPERIENCE

### HOTLINE COUNSELOR (PART TIME POSITION)

Headrest, Inc. Lebanon, NH 2016-present

- Receive and respond to crisis calls on the Headrest Crisis Line and National Suicide Prevention Lifeline
- Complete Intake Screenings for Residential and Outpatient clients
- Schedule outpatient appointments
- Perform miscellaneous administrative duties

### MARKETING AND DEVELOPMENT (PART TIME POSITION)

Headrest, Inc. Lebanon, NH 2016-present

- Responsible for the development and maintenance of the website
- Use Google Analytics and other online metrics to continually improve the site
- Develop and maintain a social media presence through Instagram, Facebook, Twitter, etc.
- Complete Press Releases as needed
- Maintain position on the Marketing and Development Committee and provide necessary data and support to Committee
- Review and analyze iCarol statistics

### OWNER/EDITOR

TheUpperValley.com Lyme, NH 2013-2015

- Initiated and helped to build a community website for the Upper Valley
- Managed 22 active bloggers who provided information regarding area food, recreation, film/movies, theater, music, dance opportunities as well as human interest stories
- Blogger for the site
- Responsible for the financial management of the site
- Solicited advertisers for the site
- Site received community sponsorships from area businesses
- Responsible of all site social media (Facebook, Instagram, Twitter)
- Site merged with [daily.com](http://daily.com) 12/31/2015

### MARKETING DIRECTOR

Housing Solutions Real Estate Hanover, NH 2011-2013

- Responsible for providing relevant relocation content to the real estate site
- Responsible for the semi-monthly blog
- Managed the rental site for both clients and landlords
- Responsible for print and website advertisements
- Interfaced with clients requiring relocation info
- Initial interface with DHMC and Dartmouth College when requiring relocation assistance for current and potential employees

### CO-FOUNDER, OWNER

Cupcake Queen, LLC Lyme, NH 2010-2011

- Started small, in-home cupcake bakery serving the Upper Valley
- Sales reached \$100,000 in the first year; anticipated 65% sales increase in 2012

- Implemented a social media network to grow the business quickly, relying on Facebook, Twitter and blogging to book sales, disseminate information and facilitate order delivery
- 835 Facebook followers in less than 8 months
- Company dissolved due to partnership issues

**FOUNDER, DIRECTOR, CO-PRODUCER**

**Barbar Productions**                                         Lyme, NH                                         2010

- Founded an independent film production company whose mission was to complete a documentary concerning social issues and issues of inequality in the South
- First film completed significantly under budget and well within the time frame set aside to complete
- Film received positive press, calling it "thought provoking" and "affecting"

**CO-FOUNDER, PRESIDENT**

**Lana, Inc. dba Big Hed designs**                                         Enfield, NH                                         1987-2009

- Co-founded a graphic design company concentrating on apparel designs, logo designs and print media for national and international resorts
- Sold to resorts in areas including the Caribbean, Mexico, Canada, Bermuda, Australia and the U.S.
- Company reached annual sales of \$4 million under my management
- Responsible for all job duties except artwork and production including financial management and reporting, customer service, trade show exhibits, sales, vendor relations and pension and health benefit management

**DIRECTOR OF BENEFIT ANALYSIS**

**Northern Telecom**                                         Nashville, TN                                         1981-1987

- Responsible for the financial management of the pension and benefit plans, including health, life and disability

**MANAGEMENT TRAINEE AND COMMERCIAL COLLECTIONS SPECIALIST**

**United California Bank**                                         San Francisco, CA                                         1978-1981

- Management Trainee: teller, operations, Loan Officer
- Responsible for the recovery of assets from commercial insolvencies

**EDUCATION**

**Vanderbilt University**                                         Nashville, TN                                         1975-1978

Received degree in 3 years with a double major in Business Administration and Economics.

**OTHER**

**Social Media Consultant**

Presenter at the Hanover Chamber of Commerce seminar on Social Media

Proficient with Quickbooks ( MAC and Windows), Quickbooks Pro, Microsoft Works

Proficient with Final Cut Express

# John R. Roberge

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- Aug. 03 – Oct. 04    **Director of Outreach, *New Beginnings Inc. Lewiston, Maine***  
Supervision of outreach coordinator and three outreach workers in Lewiston and Farmington, Maine for this program serving homeless and at-risk youth ages 14 to 21. Management of drop-in center, case management, and HIV/AIDS outreach program. Program development and implementation, grant funder reporting, and staff supervision.
- Sept. 01 – Aug. 03    **Director, Youth Alternatives, *Tri-County Community Action Program Inc., Berlin, NH***  
Program development and implementation for Berlin/Gorham Juvenile Court Diversion Program, the Coos County Family Mediation Program, and the Ultimate Challenge Program (Drug & Alcohol Education). Developed and maintained budgets, secured local, state, and federal grants, provided staff supervision and volunteer recruitment.

## Child Protection

- May 99- Feb. 00    **Child Protection Investigator, *State of Florida, Department of Children & Families, Ft. Pierce, Florida***  
Conducted child abuse and neglect investigations, wrote detailed court reports, family assessments, provided services to children & families to promote family reunification.
- April 93 – May 99    **Child Protective Service Worker II, *Division for Children, Youth, & Families, State of New Hampshire, Claremont, New Hampshire***  
Conducted child protective investigations and family services case management in accordance with state law. Experienced in juvenile and family court systems and court report writing. Coordination and administration of services for abused and neglected children.

## Education Management/Teaching

- June 13- Dec. 13    **ESL Program Manager, *Haitian Education & Leadership Program (HELPR) (NGO) Port au Prince, Haiti***  
Management of English program serving 120 university students. Responsible for program development and management, supervision of English teachers, coordination of tutoring program and study abroad program, monthly report and tracking, and teaching.
- Sept. 11 – June 13    **High School History, Civics, Economics, Geography Teacher, *The New American School, Port au Prince, Haiti***  
Taught US History, Economics, Civics and Geography to high school students at this private high school which follows an American based educational system.
- Aug. 06 – June 11    **High School Substitute Teacher, *White Mountain Regional High School, Lancaster, NH***  
Substitute teacher for English and History class at this high school in rural New Hampshire.
- US Military:**    **US Army, 1979 -1982, E-4, Honorable Discharge, Soldier of the Year-West Point, NY, 1980, Army Commendation Medal**  
Cadet Candidate, United States Military Academy Preparatory School, 1981-1982  
NH Army National Guard, 1982-1984, 1991-1992.

# John R. Roberge

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## Education

Bachelor of Social Work, *University of New Hampshire at Durham, 1986*

Certificate in French Language, *University of Western Ontario, Canada 1986*

Honor Society Delta Mu Delta International Honor Society of Business (Summa Cum Laude)  
National Society of Leadership and Success

Foreign Languages: Fluent in Haitian Creole and highly proficient in French

## Health Care Management

- May 14- Present     **National Suicide Prevention Lifeline Counselor, Headrest Inc, Lebanon NH**  
Provide crisis intervention and supportive listening, information and referral, and suicide prevention services on a 24/7 hotline.
- Dec. 04 – Oct. 06     **Suicide /Crisis Telephone Hotline Counselor/Residential Crisis Counselor, *Crisis & Counseling Center, Augusta, Maine***  
Provided crisis counseling and supervision at crisis home for adults living with mental illness. Provided suicide prevention counseling and support on suicide hotline.
- March 01 – Sept 01     **Project AIDS Care Case Management Supervisor, *AIDS Research & Treatment Center of Treasure Coast, Ft. Pierce, Florida***  
Secured federally funded \$750,000.00 Medicaid waiver contract for this medical clinic specializing in the treatment of HIV/AIDS patients. Developed and implemented Project AIDS Care (PAC) case management system which provided support services to patients. Specialized in Haitian Creole translation for clients and medical community.
- Feb. 00 – March 01     **Ryan White/Project AIDS Care Case Manager, *Project Response AIDS Center, Ft. Pierce, Florida***  
Managed case load which assisted people living with HIV/AIDS in accessing needed medical, social, and housing services. Specialized in case management and translation services to Haitian clients and medical community.

## NGO Management/Non-Profit Management/Grant Writing

- Aug. 87 – Present     **Founder/ Executive Director, *Children of Hope Foundation (NGO), U.S. and Haiti***  
Executive management of this 501(c)3 non-profit corporation in support of the St. Francis Xavier Home for Boys/Children of Hope Mission which included a home for 16 homeless and abandoned boys, grade school/apprenticeship program, canteen feeding program, school sponsorship program and HIV/AIDS outreach program in Port au Prince and St. Louis du Nord, Haiti. Program development and implementation, public speaking, grant writing, staff supervision. Reported to USAID funded organizations, CARE, and Catholic Relief Services funders.

## Resume

LARS L NELSON

### Personal

### Education

1976 Graduated Cum Laude, Brandeis University. Waltham, MA. BA- Psychology

1971 Graduated Concord High School. Concord, MA Top 10%

### Employment History

8/2016-Current Residential assistant. Headrest transitional living program. Provide program support for clients in recovery from substance addiction.

8/2014-9-2016 Clinical case manager/Assistant manager West Central Behavioral Health  
Provided supervision and training for residential specialists. Responsible for management of clinical records. Provided case management services to residential clients with mental illness.

8/2010-8/2014 Residential specialist West Central Behavioral Health Provided direct care service to residential clients with major mental illness.

8/94-11/97, 10/02-8/2010 Clinical case manager West Central Behavioral Health, Claremont, NH. Provided case management services for adults with severe and persistent mental illness. Assist and educate clients to access services, manage symptoms, and maintain safety in the community. Complete treatment plans, progress notes, and certifications in timely manner.

10/90-8/93, 7/98-9/2000 Child protection social worker I and II New Hampshire Division of Children, Youth, and Families, Claremont, NH. Provided field assessments in response to incoming abuse and neglect referrals. Prepared cases for adjudicatory process. Extensive networking with schools, law enforcement, mental health, medical, legal, and social service agencies.

10/78-4/80, 4/81-12/84 Youth Counselor I, II, III Alaska Department of Health and Human Services, Fairbanks and Anchorage, AK. Developed and implemented treatment plans for incarcerated youth. Completed treatment plans, progress notes, daily log entries in timely manner. As YCIII provided supervision and evaluation of youth counselors I and II. Extensive family counseling, group therapy, and post release planning.

8/77-8/78 Youth Counselor Sullivan County Youth Advocates, Newport, NH. Provided counseling and guidance for adolescents in delinquency prevention program. Attended juvenile court and coordinated services with local schools and business.



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# GEORGE G. WELLS III

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George.wells@headrest.org



EMAIL

603-748-0596



TELEPHONE



LINKEDIN URL

PETCHEW.COM

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## TOWN OF SUTTON

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Budget Committee 2011-2015  
Sutton Historical Society 2014  
Vice President

NEWPORT FARMERS' MARKET  
Board of Directors

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## EXPERIENCE

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### HOTLINE OPERATOR/HEADREST

12/272016 – To Present

Responsibilities: Answering phone lines and summarizing the calls  
Taking accurate messages and filing out and filing forms  
For both TL and OP

### OWNER OPERATOR/EAST COAST SALES CO.

JANUARY 1998 – To Present

Responsibilities

Responsible for day to day actives of shipping, receiving and selling  
of all natural dog treats and supplies in a wholesale/retail market.

### J P FOODSERVICE/BOSTON MA.

Sales Representative 1987-1998

I sold throughout NH, and parts of VT. 13,000 items pertaining to  
food service  
with a customer base of 40-50

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## EDUCATION

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**NEW LONDON HIGH SCHOOL GRADUATE 1968**

**U S ARMY HONORABLE DISCHARGE 1971**

**NEW ENGLAND COLLEGE 1972-1974**

**BOSTON CULINARY SCHOOL CERTIFICATE 1975**

**Send To:** Headrest

**Subject:** Resume of Qualifications

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JOY WATERS

**PROFESSIONAL OBJECTIVE:**

To obtain a challenging position that fully utilizes and enhances my background and capabilities in human services.

**EDUCATION:**

University of Vermont, Burlington, Vermont                      1963  
Bachelor of Arts

Spaulding High School, Barre, Vermont                              1959  
Graduate

**EMPLOYMENT HISTORY:**

*2000 - Present Headrest Hotline Counselor*

1996-Present: Guardian-ad-Litem, Orange County Courts, Vermont  
Safeline Hotline, Orange County, Vermont (volunteer positions)

1996-1998: WISE Hotline, Lebanon, New Hampshire (volunteer)

1992 Counselor at dual-diagnostic residential setting, Baltimore, Maryland

1989-1991 Maryland State Medical Assistance Program  
Baltimore, Maryland  
Contractor  
Personal Care provider for Handicapped Persons

1986-1987 Mainstream, Baltimore, Maryland  
Drug/Alcohol Treatment Center  
Addictions Counselor  
Responsible for leading groups of recovering drug addicts/alcoholics, approximately 10 members per group for two hours. Also leading groups of family members. (no co-facilitators in any groups). Individual counseling also involved. Maintaining patients' records.

1964-1986

Baltimore City Department of Social Services

Social Work Associate; Supervisor

Responsible for services offered to clientele in the areas of child neglect/abuse, adoptions, single parent counseling, emotionally and physically challenged children, children in foster care and group homes, protective services to the elderly. Supervision (1981-1986) of 5-11 Parent Aides in In-Home-Aide Services. Other duties included maintenance of records, court appearances and community liason.

**AFFILIATIONS/INTERESTS:**

Licensed Social Work Associate in the state of Maryland

Volunteer services working with the recovering community at large, including families.

Additional training and workshops: see attached

**Send To:**

**Subject: ADDITIONAL TRAINING, WORKSHOPS AND SERVICE**

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Errant Behavior - 6 weeks  
Crisis Intervention - 6 weeks  
Child Development - 2 days  
Legal Rights of Children - 2 days  
Adolescent Depression - 2 days  
Teenage Sexuality - 2 days  
Stress Reduction - 3 days  
Commission on Aging Film Festival  
Elder Abuse: A Hidden Social Problem  
Using Community Resources to Solve Community Problems  
Stress Management  
Developmental Disabilities - 3 days  
Supervisory Techniques - 3 days  
Task Force on Aging Workshop - 2 days - included:  
    1. Physical and Emotional Difficulties  
    2. Communication - Needs and Feelings  
    3. Sexuality  
    4. Psychopathology  
Symposium on the Elderly - 1 day  
The Alcoholic Client - 1 day  
The Resistant Client - 1 day  
The Diabetic Client - 1 day  
Parent Aide Use in Child Abuse and Neglect - 1 day  
Delivery of Parent Aide Services - 4 days  
Parent Education for Low Income Families - 2 days  
Substance Abuse Seminar for Health Professionals - 1.1 CEUs  
Adult Children of Alcoholics - .83 CEUs

Served on Board of Guardian-ad-litum Advisory Committee 1998-1999

Serve on Board of Directors for the Upper Valley Substance Abuse Foundation 1998 to present

Chair Operations Committee of the Turningpoint Club

**Education**

**Keene State College, Keene NH**  
**Studied Anthropology, Archeology, Comparative Religion, 2004-2006**

**Evergreen State College, Olympia WA**  
**Studied Greek Classics, Ethnography, Creative Writing, 2002-2004**

**Hartford High School, White River Junction, VT**  
**Graduated 2000**

**Work Experience**

**Headrest LLC, Lebanon NH, 603 448 4400**  
**November 2015 – Present**  
**Hotline Operator**

**Aslan's Maintenance, Lebanon NH 603 448 4906**  
**June 2013 - October 2015**  
**Cleaner**

**Sweet Tomatoes Trattoria, Lebanon NH 603-448-1711**  
**September 2012 - June 2013**  
**Dishwasher**

**Three Little Birds Bakery, West Lebanon NH 603-298-9825**  
**December 2011 - July 2012**  
**Assistant Baker**  
**Duties included production baking and packaging of bread, pastries and desserts.**

**Hanover Coop Foodstore, Hanover NH 603-643-2667**  
**2006 - 2011**  
**Cashier and Bulk Clerk**  
**Duties included customer service, inventory, stocking ordering and packaging.**

**Vermont Transit/Greyhound, White River Jct. VT 802-361-9671**  
**Summer 2004**  
**Night Shift Cleaning Lead**  
**Duties included cleaning, fueling, light maintenance and short-distance driving of coaches, inventory control, data entry. Supervision of 2-3 other crew members.**

**Upper Valley Carpet Center, Lebanon NH (Out of Business)**  
**Summer 2003**  
**Assistant Installer**  
**Duties included delivery, installation and repair of carpet, tile, vinyl and hardwood flooring, subfloor repair, cleaning of carpets, area rugs, and solid surface flooring.**

## KEY ADMINISTRATIVE PERSONNEL

### NH Department of Health and Human Services

Vendor Name:

Headrest, Inc.

Name of Program/Service:

Substance Use Disorder Treatment and Recovery Support Services

BUDGET PERIOD:				
Name & Title Key Administrative Personnel	Annual Salary of Key Administrative Personnel	Percentage of Salary Paid by Contract	Total Salary Amount Paid by Contract	
Cameron Ford, Executive Director	\$65,000	70.00%	\$45,500.00	
M. Kathleen Russo, Clinical Director	\$70,000	75.00%	\$52,500.00	
Eric Harbeck, Business Manager	\$37,440	100.00%	\$37,440.00	
Thomas Howard, Residential Coordinator	\$41,184	80.00%	\$32,947.20	
Caleb Kelton, Hotline Coordinator	\$39,520	10.00%	\$3,952.00	
	\$0	0.00%	\$0.00	
	\$0	0.00%	\$0.00	
	\$0	0.00%	\$0.00	
	\$0	0.00%	\$0.00	
	\$0	0.00%	\$0.00	
	\$0	0.00%	\$0.00	
	\$0	0.00%	\$0.00	
	\$0	0.00%	\$0.00	
<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)</b>			<b>\$172,339.20</b>	

Key Administrative Personnel are top-level agency leadership (Executive Director, CEO, CFO, etc.). These personnel **MUST** be listed, **even if no salary is paid from the contract.** Provide their name, title, annual salary and percentage of annual salary paid from the agreement.



25 mac

**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**DIVISION OF BEHAVIORAL HEALTH**

Jeffrey A. Meyers  
 Commissioner

Katja S. Fox  
 Director

129 PLEASANT STREET, CONCORD, NH 03301  
 603-271-9422 1-800-852-3345 Ext. 9422  
 Fax: 603-271-8431 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

6/29/16  
 #25

June 16, 2016

Her Excellency, Governor Margaret Wood Hassan  
 and the Honorable Council  
 State House  
 Concord, New Hampshire 03301

**REQUESTED ACTION**

1. Authorize the Department of Health and Human Services, Bureau of Drug and Alcohol Services, to enter into amendments to existing Agreements with the Vendors listed below, except for Tri-County Community Action Program, Inc., to increase the service rates. The service rates' increase will raise compensation for direct services staff and modify supervision requirements, effective upon the date of Governor and Executive Council approval.
2. Authorize the Department of Health and Human Services, Bureau of Drug and Alcohol Services, to enter into an Amendment with South Eastern New Hampshire Alcohol and Drug Abuse Services, 272 County Farm Road, Dover, NH, 03820, to expand the types of substance use disorder treatment services being offered to clients by adding partial hospitalization services, transitional living services, and withdrawal management services, effective upon the date of Governor and Executive Council approval.

There are no changes to the Agreements' combined price limitation of \$12, 032,600 and no changes to the completion dates of June 30, 2017. The original contracts were approved by Governor and Executive Council on March 23, 2016 (Item #6), except for contract with Goodwin Community Health which was approved on June 1, 2016 (Item #12). An amendment for Tri-County Community Action was approved by Governor and Executive Council on June 15, 2016 (Late Item #A1). The sources of funds for these actions are as follows: 64.5% Federal, 21.5% General, and 14% Other Funds.

Summary of Contract Vendors by Amounts:

Vendor	Current Budgeted Amount	Increase /Decrease Amount	Revised Budget Amount
Concord Hospital, Inc. Concord	\$72,700	\$0	\$72,700
Families First of the Greater Seacoast, Portsmouth	\$35,900	\$0	\$35,900
Families in Transition, Manchester	\$357,600	\$0	\$357,600
Goodwin Community Health	\$489,500	\$0	\$489,500
Grafton County Department of Corrections, North Haverhill	\$95,300	\$0	\$95,300
Greater Nashua Council on Alcoholism, Inc., Nashua	\$3,734,500	\$0	\$3,734,500
HALO Educational Systems, Canaan	\$678,400	\$0	\$678,400
Headrest, Inc., Lebanon	\$453,700	\$0	\$453,700
Horizons Counseling Center, Inc., Gilford	\$239,900	\$0	\$239,900
Manchester Alcoholism Rehabilitation Center, Manchester	\$643,300	\$0	\$643,300
National Council on Alcoholism and Drug Dependency/Greater Manchester, Manchester	\$1,715,000	\$0	\$1,715,000
Phoenix Houses of New England, Providence Rhode	\$1,497,600	\$0	\$1,497,600

Vendor	Current Budgeted Amount	Increase /Decrease Amount	Revised Budget Amount
Island			
South Eastern New Hampshire Alcohol and Drug Abuse Services, Dover	\$1,455,800	\$0	\$1,455,800
Tri-County Community Action Program, Inc. Berlin	\$460,000	\$0	\$460,400
The Youth Council, Nashua	\$103,000	\$0	\$103,000
<b>Total</b>	<b>\$12,032,600</b>	<b>\$0</b>	<b>\$12,032,600</b>

Funds to support this request are available in State Fiscal Years 2016 and 2017 in the following accounts, with the authority to adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, without approval of the Governor and Executive Council.

**Please see attached financial details.**

**EXPLANATION**

The attached amendments represent the final fourteen (14) of a total of fifteen (15) amendments with a total combined price limitation of \$12,032,600. On June 15, 2016 (Late Item #A1), Governor and Executive Council approved an amendment with Tri-County Community Action Program, Inc. to allow the Contractor to be reimbursed for services at increased rates, to modify the personnel supervision, and to provide planning activities for new construction or renovations for residential substance use disorder treatment services.

The current substance use disorders treatment workforce in New Hampshire is inadequate to meet the needs of individuals, families and communities across the state. Many factors contribute to this workforce shortage; two factors are low compensation and an insufficient pool of qualified supervisors.

Approval of these fourteen (14) Amendments will allow the Contractors to be reimbursed for services at increased rates and modify the personnel supervision requirements. The higher rates will increase the compensation for direct service staff providing substance use disorder treatment and recovery support services to clients. In addition, these Amendments allow the Contractor's qualified supervisors to provide clinical supervision to a larger number of clinicians to better leverage the available pool of qualified supervisors.

Approval of South Eastern New Hampshire Services' Amendment will allow the Contractor to expand the array of substance use disorder treatment services available in the greater Dover area. The Contractor will add partial hospitalization services, transitional living services, and withdrawal management to their scope of services. Historically, this array has been somewhat limited; however, changes within the organization have led to a request to expand the available service array to include services that are critically needed in the area.

The Department is not seeking an increase to the price limitations to these Agreements because the Contractors have been billing other public and private insurance sources as more and more New Hampshire citizens have health insurance that covers these services. The Contractors' seek reimbursement from the Department for only those services that are not covered by any public or private insurance. Not increasing the price limitation allows the Department to utilize available funding for other types of services such as substance misuse prevention, early intervention and recovery support services. The Department will monitor the utilization and spending of the Contractors. If needed, the Department will submit future amendments to increase the Agreements' price limitations to ensure services are available to citizens of New Hampshire.

These amendments are part of the Department's overall strategy to respond to the opioid epidemic that continues to negatively impact New Hampshire's individuals, families, and communities as well as to respond to other types of substance use disorders. In 2014 there were 326 drug overdose



deaths in New Hampshire, in 2015 there were 431. This number is expected to increase as cases are still pending analysis.

These contractors were selected through a competitive bid process.

The Department will monitor the performance of the Vendors by reviewing monthly reports such as the number of clients admitted to and discharged from the substance use disorder treatment programs and post-discharge follow up, quarterly usage of the number of clients and services being provided by the Contractors, completing site visits, and reviewing client records. In addition, the Department is piloting a Quality Monitoring and Improvement Plan to manage the performance of these contracts.

The Contract for Greater Nashua Council on Alcoholism, Inc. includes language in Exhibit B, Paragraph 8.4 that allows the Department to amend the contract by adjusting amounts between budget line items for statewide Crisis Services, within the price limitation, upon written agreement of both parties without Governor and Executive Council approval, if needed and justified.

The attached Contracts include language that reserves the right to renew each contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of contracted services and Governor and Executive Council approval.

Should the Governor and Executive Council determine to not authorize this Request; the additional critical components in the Department's workforce development to provide substance use disorder services would not be addressed, which could result in exacerbating workforce attrition and shortages.

Area served: Statewide.

Source of Funds: 64.50% Federal Funds from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, CFDA #93.959, Federal Award Identification Number TI010035-15, and 21.5% General Funds, and 14% Other Funds from the Governor's Commission on Alcohol and Other Drug Abuse Prevention, Intervention and Treatment.

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Katja S. Fox  
Director

Approved by:



Jeffery A. Meyers  
Commissioner

Attachment A  
Financial Details

05-95-49-491510-2989 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF COMM  
BASED CARE SVC, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS

Concord Hospital, Inc (Vendor #177653 B014)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$1,745	\$0	\$1,745
2017	102-500734	Contracts for Prog Svc	\$8,724	\$0	\$8,724
<b>Sub-total</b>			<b>\$10,469</b>	<b>\$0</b>	<b>\$10,469</b>

Families First of the Greater Seacoast (Vendor #166629 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$382	\$0	\$382
2017	102-500734	Contracts for Prog Svc	\$2,003	\$0	\$2,003
<b>Sub-total</b>			<b>\$2,385</b>	<b>\$0</b>	<b>\$2,385</b>

Goodwin Community Health (Vendor #156668 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$11,748	\$0	\$11,748
2017	102-500734	Contracts for Prog Svc	\$61,677	\$0	\$61,677
<b>Sub-total</b>			<b>\$73,425</b>	<b>\$0</b>	<b>\$73,425</b>

County of Grafton (Vendor #177397 B003)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$2,287	\$0	\$2,287
2017	102-500734	Contracts for Prog Svc	\$12,008	\$0	\$12,008
<b>Sub-total</b>			<b>\$14,295</b>	<b>\$0</b>	<b>\$14,295</b>

Attachment A  
Financial Details

Greater Nashua Council on Alcoholism (Vendor #166574 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$89,628	\$0	\$89,628
2017	102-500734	Contracts for Prog Svc	\$470,547	\$0	\$470,547
<b>Sub-total</b>			<b>\$560,175</b>	<b>\$0</b>	<b>\$560,175</b>

HALO Ed Systems (Vendor #230732 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$16,282	\$0	\$16,282
2017	102-500734	Contracts for Prog Svc	\$85,478	\$0	\$85,478
<b>Sub-total</b>			<b>\$101,760</b>	<b>\$0</b>	<b>\$101,760</b>

Headrest, Inc (Vendor #175226 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$10,889	\$0	\$10,889
2017	102-500734	Contracts for Prog Svc	\$57,166	\$0	\$57,166
<b>Sub-total</b>			<b>\$68,055</b>	<b>\$0</b>	<b>\$68,055</b>

Horizons Counseling Center, Inc (Vendor #156808 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$5,758	\$0	\$5,758
2017	102-500734	Contracts for Prog Svc	\$30,227	\$0	\$30,227
<b>Sub-total</b>			<b>\$35,985</b>	<b>\$0</b>	<b>\$35,985</b>

Attachment A  
Financial Details

Manchester Alcoholism Rehabilitation Center (Vendor #177204 B005)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$15,439	\$0	\$15,439
2017	102-500734	Contracts for Prog Svc	\$81,056	\$0	\$81,056
<b>Sub-total</b>			\$96,495	\$0	\$96,495

National Council on Alcoholism and Drug Abuse Services (Vendor #177265 R001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$34,296	\$0	\$34,296
2017	102-500734	Contracts for Prog Svc	\$180,054	\$0	\$180,054
<b>Sub-total</b>			\$214,350	\$0	\$214,350

Phoenix Houses of New England, Inc. (Vendor #177589 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$35,942	\$0	\$35,942
2017	102-500734	Contracts for Prog Svc	\$188,698	\$0	\$188,698
<b>Sub-total</b>			\$224,640	\$0	\$224,640

Southeastern New Hampshire Alcohol and Drug Abuse Services (Vendor #155292 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$34,939	\$0	\$34,939
2017	102-500734	Contracts for Prog Svc	\$183,431	\$0	\$183,431
<b>Sub-total</b>			\$218,370	\$0	\$218,370

Attachment A  
Financial Details

Tri-County Community Action Programs, Inc (Vendor #177195 B009)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$8,842	\$0	\$8,842
2017	102-500734	Contracts for Prog Svc	\$46,418	\$0	\$46,418
<b>Sub-total</b>			\$55,260	\$0	\$55,260

The Youth Council (Vendor #154886 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$2,215	\$0	\$2,215
2017	102-500734	Contracts for Prog Svc	\$11,630	\$0	\$11,630
<b>Sub-total</b>			\$13,845	\$0	\$13,845
<b>Total Gov. Comm</b>			<b>\$1,689,509</b>	<b>\$0</b>	<b>\$1,689,509</b>

**05-95-49-491510-2990 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES**

Concord Hospital, Inc (Vendor #177653 B014)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$12,795	\$0	\$12,795
2017	102-500734	Contracts for Prog Svc	\$49,436	\$0	\$49,436
<b>Sub-total</b>			\$62,231	\$0	\$62,231

Families First of the Greater Seacoast (Vendor #166629 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$2,798	\$0	\$2,798
2017	102-500734	Contracts for Prog Svc	\$30,717	\$0	\$30,717
<b>Sub-total</b>			\$33,515	\$0	\$33,515

Attachment A  
Financial Details

Families in Transition (Vendor #157730 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$71,520	\$0	\$71,520
2017	102-500734	Contracts for Prog Svc	\$286,080	\$0	\$286,080
<b>Sub-total</b>			<b>\$357,600</b>	<b>\$0</b>	<b>\$357,600</b>

Goodwin Community Health (Vendor #156668 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$86,152	\$0	\$86,152
2017	102-500734	Contracts for Prog Svc	\$329,923	\$0	\$329,923
<b>Sub-total</b>			<b>\$416,075</b>	<b>\$0</b>	<b>\$416,075</b>

County of Grafton (Vendor #177397 B003)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$16,773	\$0	\$16,773
2017	102-500734	Contracts for Prog Svc	\$64,232	\$0	\$64,232
<b>Sub-total</b>			<b>\$81,005</b>	<b>\$0</b>	<b>\$81,005</b>

Greater Nashua Council on Alcoholism (Vendor #166574 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$667,112	\$0	\$667,112
2017	102-500734	Contracts for Prog Svc	\$2,507,213	\$0	\$2,507,213
<b>Sub-total</b>			<b>\$3,174,325</b>	<b>\$0</b>	<b>\$3,174,325</b>

Attachment A  
Financial Details

HALO Ed Systems (Vendor #230732 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$119,398	\$0	\$119,398
2017	102-500734	Contracts for Prog Svc	\$457,242	\$0	\$457,242
<b>Sub-total</b>			<b>\$576,640</b>	<b>\$0</b>	<b>\$576,640</b>

Headrest, Inc (Vendor #175226 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$79,851	\$0	\$79,851
2017	102-500734	Contracts for Prog Svc	\$305,794	\$0	\$305,794
<b>Sub-total</b>			<b>\$385,645</b>	<b>\$0</b>	<b>\$385,645</b>

Horizons Counseling Center, Inc (Vendor #156808 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$42,222	\$0	\$42,222
2017	102-500734	Contracts for Prog Svc	\$161,693	\$0	\$161,693
<b>Sub-total</b>			<b>\$203,915</b>	<b>\$0</b>	<b>\$203,915</b>

Attachment A  
Financial Details

Manchester Alcoholism Rehabilitation Center (Vendor #177204 B005)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$113,221	\$0	\$113,221
2017	102-500734	Contracts for Prog Svc	\$433,584	\$0	\$433,584
<b>Sub-total</b>			<b>\$546,805</b>	<b>\$0</b>	<b>\$546,805</b>

National Council on Alcoholism and Drug Abuse Services (Vendor #177265 R001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$537,504	\$0	\$537,504
2017	102-500734	Contracts for Prog Svc	\$963,146	\$0	\$963,146
<b>Sub-total</b>			<b>\$1,500,650</b>	<b>\$0</b>	<b>\$1,500,650</b>

Phoenix Houses of New England, Inc (Vendor #177589 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$263,578	\$0	\$263,578
2017	102-500734	Contracts for Prog Svc	\$1,009,382	\$0	\$1,009,382
<b>Sub-total</b>			<b>\$1,272,960</b>	<b>\$0</b>	<b>\$1,272,960</b>



Attachment A  
Financial Details

Southeastern New Hampshire Alcohol and Drug Abuse Services (Vendor #155292 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$256,221	\$0	\$256,221
2017	102-500734	Contracts for Prog Svc	\$981,209	\$0	\$981,209
<b>Sub-total</b>			<b>\$1,237,430</b>	<b>\$0</b>	<b>\$1,237,430</b>

Tri-County Community Action Programs, Inc (Vendor #177195 B009)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$156,838	\$0	\$156,838
2017	102-500734	Contracts for Prog Svc	\$248,302	\$0	\$248,302
<b>Sub-total</b>			<b>\$405,140</b>	<b>\$0</b>	<b>\$405,140</b>

The Youth Council (Vendor #154886 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$16,245	\$0	\$16,245
2017	102-500734	Contracts for Prog Svc	\$72,910	\$0	\$72,910
<b>Sub-total</b>			<b>\$89,155</b>	<b>\$0</b>	<b>\$89,155</b>
<b>Total Clinical Svcs</b>			<b>\$10,343,091</b>	<b>\$0</b>	<b>\$10,343,091</b>
<b>Grand Total</b>			<b>\$12,032,600</b>	<b>\$0</b>	<b>\$12,032,600</b>



**State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to the Substance Use Disorder Treatment and Recovery Support Services  
Contract**

This first Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment 1") dated May 25, 2016, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Headrest, Inc. (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 14 Church Street, Lebanon, NH 03766.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on March 23, 2016 (Item #6) (hereinafter referred to as "Contract"), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified;

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract;

WHEREAS, pursuant to the Agreement (section 18 of the General Provisions of the Form P-37), the Agreement may be amended only by written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the State and the Contractor agree to increase the service rates, within the price limitation; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties agree as follows:

1. Except as specifically amended and modified by the terms and conditions in this Amendment #1, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.

2. Replace Exhibit A Scope of Services, Section 18.1 through 18.1.3.3 as follows:

18.1. The Contractor shall meet the minimum staffing requirements as follows:

18.1.1. Provide at least one:

18.1.1.1. Masters Licensed Alcohol and Drug Counselor (MLADC);  
and/or

18.1.1.2. Licensed Alcohol and Drug Counselor (LADC) who also  
holds the Licensed Clinical Supervisor (LCS) credential;

18.1.2. Agrees that all unlicensed staff providing treatment, education and/or  
recovery support services shall be under the direct supervision of:

18.1.2.1. An MLADC; or

18.1.2.2. A LADC with the LCS (Licensed Clinical Supervisor)  
credential; and





- 18.1.2.3. Agrees that MLADC, or LADC with the LCS, shall supervise a maximum of eight unlicensed staff unless the Department has approved an alternative supervision plan submitted by the Contractor.
  - 18.1.3. Agrees that at least one Certified Recovery Support Worker (CRSW) for every 50 clients or portion thereof.
3. Add to Exhibit A Scope of Services, Section 18.11 as follows
- 18.11. The Contractor agrees to the following:
    - 18.11.1. The new rates in Exhibit B-1 Amendment #1.
    - 18.11.2. The rate increase to the new rates to the fee for services is to support increase in staff wages to recruit and retain staff who provide direct substance use disorder treatment and recovery support services to clients in this Agreement;
    - 18.11.3. To utilize the amount of increase to increase the wages for direct services staff compensation including base compensation for any open positions;
    - 18.11.4. Notwithstanding Section 18.11.2, agrees to demonstrate to the Department, in the event the Contractor has business policies or other reasons that would prevent the Contractor for using all the increase for wage increases, that at least ten (10%) of the increase was used for wage increases to staff salaries and to provide to the Department the explanation that prevented the Contractor from using the full amount of the increase to increase wages;
      - 18.11.4.1. Agrees to submit a plan for Department approval to use the amount of increase not used for wage increases in Section 18.11.3. portion of the increases for other than wage increases in the event of Section 18.11.3;
    - 18.11.5. That direct services staff is defined as any individual employed by the Contractor for whom at least fifty (50) percent of the hours the individual works for the Contractor are spent delivering clinical and/or recovery support services directly to client of the provider.
4. Add to Exhibit B Method and Conditions Precedent to Payment, Section 5.6 as follows:
- 5.6 To the extent possible, the Contractor shall bill for services provided under this contract through WITS. For any services that are unable to be billed through WITS, the vendor shall work with the Department to develop an alternative process for submitting invoices.
5. Delete Exhibit B-1 Service and Fee Table, and replace with Exhibit B-1 Amendment #1 Service and Fee Table.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services



This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

6/16/16  
Date

Katja & Fox  
Katja & Fox  
Director

Headrest, Inc.

6/15/16  
Date

John F. Coughlin  
NAME TITLE  
PRESIDENT

Acknowledgement:

State of NH, County of Strafford on June 15, 2016, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Giuseppina Ann Baranalle  
Name and Title of Notary or Justice of the Peace

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6/16/16  
Date

[Signature]  
Name: Meghan [Signature]  
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:



Exhibit B-1 Amendment #1

**Service and Fee Table**

1. The Contractor shall be reimbursed for the Services and up to the Contract Rates in Table A below. The Contract Rates in the Table A are the maximum allowed charged used in the Methods for Charging for Services under this Contract in Exhibit B, Section 4.

<b>Table A</b>			
<b>Service</b>	<b>Contract Rate (Maximum Allowed Charge)</b>	<b>Unit</b>	<b>Service Limit</b>
Clinical Evaluation	\$275.00	Per evaluation	1 evaluation per 90 days, per client
Individual Outpatient	\$22.00	15 min	\$200 of combined individual & group per week, per client
Group Outpatient	\$6.60	15 min	
Intensive Outpatient	\$104.00	Per day and only on those days when the client attends individual and/or group counseling associated with the program.	4 days per week (\$380), per client
Low-Intensity Residential Adult	\$119.00	Per day	7 days per week (\$770), per client
Continuous Recovery Monitoring - Attempted	\$16.50	Per 3 attempted contacts over the course of at least 1 week	\$60 of combined attempted and completed per month for the first 12 months post discharge, per client
Continuous Recovery Monitoring - Completed	\$16.50	Per 1 completed contact	
Individual Recovery Support Services (Non-Clinical)	\$16.50	15 min	\$160 of combined individual & group per week, per client
Group Recovery Support Services (Non-Clinical)	\$5.50	15 min	
Enhanced Services	Cost Reimbursement	Cost Reimbursement	Up to \$38,765 and according to Section 6 of Exhibit B. This amount is inclusive of the amount in the Box 1.8 of the P-37.

*JK*  
 6/15/16

State of New Hampshire  
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that HEADREST is a New Hampshire nonprofit corporation formed April 27, 1972. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 18<sup>th</sup> day of May A.D. 2016

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State



## CERTIFICATE OF VOTE

I, James Larrick, do hereby certify that:  
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Headrest, Inc.  
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of

the Agency duly held on 6/2/2016 :  
(Date)

RESOLVED: That the John F. Creagh  
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of

the 15th day of June, 2016.  
(Date Contract Signed)

4. John F. Creagh is the duly elected President  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

John F. Creagh  
(Signature of the Elected Officer)

STATE OF NH

County of Strafford

The forgoing instrument was acknowledged before me this 15th day of June, 2016.

By John F. Creagh  
(Name of Elected Officer of the Agency)

Quinn Ann Brounalle  
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: June 4, 2019



# CERTIFICATE OF LIABILITY INSURANCE

HEADING-01 LCLOUGH

DATE (MM/DD/YYYY)  
7/15/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> A. B. Gile, Inc. PO Box 66 Hanover, NH 03755	<b>CONTACT NAME:</b> PHONE (603) 643-4540 FAX (603) 643-6382 E-MAIL ADDRESS:	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b>  Headrest, Inc. 14 Church Street Lebanon, NH 03766	<b>INSURER A:</b> Philadelphia Insurance Co.	
	<b>INSURER B:</b> Liberty Mutual Ins. Co.	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSUR LTR	TYPE OF INSURANCE	ADDRESS (RSD / WVD)	POLICY NUMBER	POLICY BEG (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional Liab  GENL. AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			07/15/2015	07/15/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Eq occurrences) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPOP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			07/15/2015	07/15/2016	COMBINED SINGLE LIMIT (Eq accidents) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			07/15/2015	07/15/2016	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A		07/15/2015	07/15/2016	PER STATUTE   OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Workers Compensation Covered States- 3A Part One: NH. 3C Part Three: No coverage afforded for other states. Excluded Officers: Board of Directors.

### EVIDENCE OF INSURANCE

### CERTIFICATE HOLDER

BDAS NH DHHS  
105 PLEASANT STREET  
CONCORD, NH 03301

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

## **MISSION STATEMENT**

**To assist those who are addicted, in crisis or without support by developing, maintaining and delivering effective programs.**

**HEADREST, INC.**  
**AUDITED FINANCIAL STATEMENTS**  
**YEARS ENDED JUNE 30, 2015 AND 2014**

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INDEPENDENT AUDITORS' REPORT ON FINANCIAL STATEMENTS

To the Board of Directors  
Headrest, Inc.  
Lebanon, New Hampshire 03768

We have audited the accompanying financial statements of Headrest, Inc. (a nonprofit organization), which comprise the statements of financial position as of June 30, 2015 and 2014, and the related statements of activities and cash flows for the years then ended, and the related notes to the financial statements.

**Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America: this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

**Auditor's Responsibility**

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit includes performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

## **Opinion**

In our opinion, the financial statements referred to the above present fairly, in all material respects, the financial position of Headrest, Inc. as of June 30, 2015 and 2014, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

## **Other Matter**

Our audit was conducted for the purpose of forming an opinion on the financial statements taken as a whole. The schedule of functional expenses on page 11 is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the basic financial statements taken as a whole.

Wheeler, Ring, Dolan & Dupuis, PC

*Wheeler, Ring, Dolan & Dupuis, P.C.*

Manchester, N. H. 03104  
October 21, 2015

HEADREST, INC.  
STATEMENTS OF FINANCIAL POSITION  
JUNE 30, 2015 AND 2014

Assets	<u>2015</u>	<u>2014</u>
<b>CURRENT ASSETS</b>		
Cash	\$ 31,821	\$ 111,046
Accounts Receivable	44,762	57,746
Prepaid expenses	<u>0</u>	<u>15,962</u>
<b>Total current assets</b>	<b><u>76,583</u></b>	<b><u>184,754</u></b>
<b>Assets Limited as to Use</b>	<b>132,753</b>	<b>124,952</b>
<b>PROPERTY AND EQUIPMENT</b>		
Land	19,010	19,010
Building and improvements	229,467	229,467
Furniture, fixtures and equipment	<u>145,738</u>	<u>145,738</u>
Total property and equipment	394,215	394,215
Less accumulated depreciation	<u>303,959</u>	<u>297,410</u>
	<u>90,256</u>	<u>96,805</u>
<b>OTHER ASSETS, loan origination fee, net of Amortization 2015 and 2014</b>	<b><u>1,008</u></b>	<b><u>1,135</u></b>
<b>TOTAL ASSETS</b>	<b><u>\$300,600</u></b>	<b><u>\$407,646</u></b>

See Independent Auditors' Report and Notes to Financial Statements



HEADREST, INC.  
 STATEMENTS OF FINANCIAL POSITION  
 (continued)  
 JUNE 30, 2015 AND 2014

	<u>2015</u>	<u>2014</u>
<b>LIABILITIES AND NET ASSETS</b>		
<b>CURRENT LIABILITIES</b>		
Accounts Payable	\$ 1,666	\$ 0
Notes payable and current portion of Long-term debt	8,685	8,348
Accrued payroll and related expenses	<u>43,364</u>	<u>42,595</u>
Total Current Liabilities	53,715	50,943
LONG-TERM DEBT, net of current portion	<u>72,222</u>	<u>80,822</u>
Total liabilities	<u>125,937</u>	<u>131,865</u>
<b>NET ASSETS</b>		
Unrestricted net assets	<u>174,663</u>	<u>275,781</u>
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<u><b>300,600</b></u>	<u><b>\$407,646</b></u>

See Independent Auditors' Report and Notes to Financial Statements

HEADREST, INC.  
 STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS  
 YEARS ENDED JUNE 30, 2015 AND 2014

	<u>2015</u>	<u>2014</u>
<b>REVENUE AND SUPPORT</b>		
State contracts	\$ 320,228	\$ 321,059
Local government grants	111,834	111,599
Private foundations	42,141	48,817
United Way	9,588	23,035
Service fees	133,832	146,025
Contributions	109,879	106,431
Interest and dividend income	<u>3,771</u>	<u>387</u>
Total revenue and support	<u>731,071</u>	<u>757,353</u>
<b>EXPENSES</b>		
Program Services:		
Outpatient	492,792	429,669
CMRD	<u>198,883</u>	<u>177,761</u>
Total program services	<u>691,675</u>	<u>607,430</u>
Supporting Services:		
General and administrative	123,035	107,486
Fundraising	<u>17,479</u>	<u>15,960</u>
Total supporting service	<u>140,514</u>	<u>123,446</u>
Total expenses	<u>832,189</u>	<u>730,876</u>
Increase (Decrease) in Unrestricted Net Assets	(101,118)	26,477
Unrestricted Net Assets, beginning of year	<u>275,781</u>	<u>249,304</u>
Unrestricted Net Assets, end of year	<u>\$ 174,663</u>	<u>\$ 275,781</u>

See Independent Auditors' Report and Notes to Financial Statements

HEADREST, INC.  
STATEMENTS OF CASH FLOWS  
YEARS ENDED JUNE 30, 2015 AND 2014

	<u>2015</u>	<u>2014</u>
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Increase (Decrease) in Net Assets	\$(101,118)	\$ 26,477
Adjustments to reconcile excess of revenues and support over expenses to net cash provided by operating activities:		
Depreciation and amortization	6,676	6,406
Changes in operating assets and liabilities:		
(Increase) Decrease in assets limited as to use	(7,801)	(330)
(Increase) Decrease in accounts receivable	12,984	(7,381)
(Increase) Decrease in prepaid expenses	15,962	(7,417)
Increase (Decrease) in accrued expenses	<u>2,435</u>	<u>5,957</u>
Net Cash Provided by Operating Activities	<u>(70,862)</u>	<u>23,712</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Purchase of capital assets	-	(9,937)
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>		
Repayments of long-term notes payable	<u>(8,383)</u>	<u>(8,414)</u>
Net Increase (Decrease) in Cash	(79,225)	5,361
Cash at Beginning of Year, unrestricted	<u>111,046</u>	<u>105,685</u>
Cash at End of Year, unrestricted	<u>\$ 31,821</u>	<u>\$ 111,046</u>
<b>SUPPLEMENTAL SCHEDULE OF CASH FLOW INFORMATION</b>		
Cash paid during the years for:		
Interest	<u>\$ 3,498</u>	<u>\$ 3,391</u>

See Independent Auditors' Report and Notes to Financial Statements

HEADREST, INC.  
NOTES TO FINANCIAL STATEMENTS  
YEARS ENDED JUNE 30, 2015 AND 2014

**NOTE 1 – NATURE OF ORGANIZATION**

Headrest, Inc. ("Headrest") is a New Hampshire nonprofit corporation that provides information and referral, crisis intervention and other related services through the use of a telephone hotline and office visitations. Headrest also provides counseling and emergency shelter to transients, and information to the community relating to drugs and alcohol.

**NOTE 2 – SIGNIFICANT ACCOUNTING POLICIES**

The summary of significant accounting policies of Headrest is presented to assist in understanding the Organization's financial statements. The financial statements and notes are representations of Headrest's management who is responsible for their integrity and objectivity. These accounting policies conform to U.S. generally accepted accounting principles and have been consistently applied in the preparation of the financial statements.

The financial statements of Headrest have been prepared on the accrual basis of accounting. The significant accounting policies followed are described below.

Financial statement presentation

Financial statement presentation follows the recommendations of the Financial Accounting Standards Board in its Statement of Financial Accounting Standards (SFAS) No. 117, "Financial Statements of Not-for-Profit Organizations". Under SFAS No. 117, Headrest is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets.

Unrestricted net assets are comprised of operating revenues and expenses and contributions pledged which are not subject to any donor-imposed restrictions. Headrest, Inc. currently has \$174,663 and \$275,781 unrestricted net assets as of June 30, 2015 and 2014, respectively.

Temporary restricted net assets are comprised of contributions and gifts for which donor-imposed restrictions will be met either by the passage of time or the actions of the Organization. Headrest, Inc. currently has no temporarily restricted net assets as of June 30, 2015 and 2014, respectively.

HEADREST, INC.  
NOTES TO FINANCIAL STATEMENTS  
YEARS ENDED JUNE 30, 2015 AND 2014

NOTE 2 – SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Permanently restricted net assets include those assets for which donor-imposed restrictions stipulate that the asset be permanently maintained by the Organization. Headrest, Inc. has no permanently restricted net assets as of June 30, 2015 and 2014.

Use of estimates – The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Cash equivalents – For purposes of the statement of cash flows, Headrest considers all short-term investments with an original maturity of three months or less to be cash equivalents. At June 30, 2015 and 2014 there were no cash equivalents.

Assets limited as to USE

Assets Limited as to Use represent board-designated assets for capital expenditures and reserves amounting to \$132,753 and \$124,952 at June 30, 2015 and 2014. Assets limited to use consist of cash and cash equivalents however these amounts have not been included in cash and cash equivalents for cash flow purposes.

Allowance for doubtful accounts – Headrest considers accounts receivable to be fully collectible, accordingly, no allowance for doubtful accounts is required.

Depreciation and fixed assets – Property and equipment are stated at cost if purchased and at fair market value on the date of the donations if donated. Assets donated with explicit restrictions regarding their use and contributions of cash that must be used to acquire property and equipment are reported as restricted or temporarily restricted support. Absent donor stipulations regarding how long those donated assets must be maintained, Headrest reports expirations of donor restrictions when the donated or acquired assets are placed in service as instructed by the donor. Headrest reclassifies temporarily restricted net assets to unrestricted net assets at that time. Depreciation is computed using straight-line and accelerated methods based on the estimated useful life of each asset. Estimated useful lives used for building and improvements are ten to thirty- nine years and for furniture and fixtures three to seven years.

Public support and revenue – All contributions are considered to be available or unrestricted use unless specifically restricted by the donor.

HEADREST, INC.  
 NOTES TO FINANCIAL STATEMENTS  
 YEARS ENDED JUNE 30, 2015 AND 2014

NOTE 2 – SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Income taxes – The Organization is a not-for-profit organization that is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code and classified by the Internal Revenue Service as other than a private foundation.

The Organization adopted the recognition requirements for uncertain income tax positions as required by generally accepted accounting principles, with no cumulative effect adjustment required. Income tax benefits are recognized for income tax positions taken or expected to be taken in a tax return, only when it is determined that the income tax position will more likely-than-not be sustained upon examination by taxing authorities. The Organization has analyzed tax positions taken for filing with the Internal Revenue Service and the state jurisdiction where it operates. The Organization believes that income tax filing positions will be sustained upon examination and does not anticipate any adjustments that would result in a material adverse affect on the Organization's financial condition, results of operations or cash flows. Accordingly, the Organization has not recorded any reserves, or related accruals for interest and penalties for uncertain income tax positions at June 30, 2015.

Donated services and materials - Donated supplies and equipment are reflected as contributions in the accompanying financial statements at their estimated fair market values.

Functional expenses – Functional and administrative expenses have been allocated among program services based on an analysis of personnel time and space utilized for the activities.

NOTE 3 – LINE OF CREDIT

The Organization has a \$50,000 line of credit with a local bank through January 30, 2016, collateralized by all assets, with interest at Wall Street Journal prime. There was no outstanding balance at June 30, 2015 or 2014.

NOTE 4 – NOTES PAYABLE AND LONG-TERM DEBT

Notes payable and long-term debt consisted of the following as of:	June 2015	June 2014
Mortgage note payable with bank with interest at 4% dated July 31, 2003 and due July 15, 2023 with monthly installments of principal and interest of \$982, secured by all assets of the organization.	\$ 80,907	\$ 89,270
Less current maturities	8,685	8,348
Long-term debt, less current maturity	<u>\$ 72,222</u>	<u>\$ 80,922</u>

HEADREST, INC.  
NOTES TO FINANCIAL STATEMENTS  
YEARS ENDED JUNE 30, 2015 AND 2014

**NOTE 4 – NOTES PAYABLE AND LONG-TERM DEBT (CONTINUED)**

Scheduled principal repayments on long-term debt for the next five years and thereafter follows:

Year Ending <u>June 30</u>	
2016	\$ 8,685
2017	9,047
2018	9,412
2019	9,796
2020	10,193
Thereafter	<u>33,774</u>
Total	<u>\$ 80,907</u>

**NOTE 5 – COMPENSATED ABSENCES**

Employees of Headrest are entitled to paid personal days depending on length of service and other factors. The accrued expense for compensated absences for the fiscal years ended June 30, 2015 and 2014 were \$20,070 and \$23,091 respectively. No more than 240, 180 and 120 hours for full time, ¾ time and ½ time employees, respectively, of personal leave may be carried over from the previous year's employment calculated on a calendar year basis.

**NOTE 6 – MAJOR GRANTORS**

A Substantial portion of Headrest's revenue comes from the Department of Health and Human Services of the State of New Hampshire. For the years ended June 30, 2015 and 2014 revenue from the contract was approximately 34% and 34%, respectively of total revenue.

**NOTE 7 – EVALUATION OF SUBSEQUENT EVENTS**

The Organization has evaluated subsequent events through October 21, 2015, the date which the financial statements were available to be issued.

HEALTHNET, INC.  
 STATEMENT OF FUNCTIONAL EXPENSES  
 FOR THE YEAR ENDED JUNE 30, 2015  
 WITH COMPARATIVE TOTALS FOR THE YEAR ENDED JUNE 30, 2014

	Program Services			Supporting Services			Combined Total 2015	Combined Total 2014
	Outpatient	CMBD	Total Program Services	General &		Total Support Services		
				Administrative	Fund Raising			
Personnel	\$347,464	\$114,054	\$461,518	\$40,237	\$12,943	\$53,180	\$514,698	\$441,462
Fringe benefits	63,955	20,993	84,948	7,405	2,383	9,789	94,737	74,394
Payroll taxes	26,996	8,461	35,457	3,126	1,005	4,131	39,588	34,148
Insurance	22,630	7,429	30,059	2,620	843	3,463	33,522	29,346
Professional fees	-	-	-	24,311	-	24,311	24,311	24,253
Supplies	7,384	5,496	12,880	9,044	-	9,044	21,924	23,593
Repairs and maintenance	6,257	10,496	16,753	3,430	-	3,430	20,183	16,603
Occupancy	5,625	9,436	15,061	3,085	-	3,085	18,146	21,878
Travel	5,861	441	6,302	7,804	-	7,804	14,106	16,885
Food	-	9,255	9,255	3,272	-	3,272	12,527	12,417
Communications	2,057	5,004	7,061	4,729	-	4,729	11,790	8,987
Depreciation	2,070	3,471	5,541	1,135	-	1,135	6,676	6,406
Marketing	-	-	-	4,776	-	4,776	4,776	5,416
Professional development	1,421	-	1,421	2,752	-	2,752	4,173	3,637
Interest	1,072	1,837	2,909	589	-	589	3,498	3,391
Membership dues and fees	-	-	-	2,700	-	2,700	2,700	310
Laundry	-	2,110	2,110	-	-	-	2,110	1,592
Miscellaneous	-	-	-	1,163	-	1,163	1,163	785
Printing and reproduction	-	-	-	854	305	1,159	1,161	5,373
	<u>\$492,792</u>	<u>\$129,881</u>	<u>\$622,673</u>	<u>\$123,035</u>	<u>\$17,472</u>	<u>\$140,507</u>	<u>\$762,142</u>	<u>\$730,876</u>

See Independent Auditors' Report and Notes to Financial Statements



**BOARD OF DIRECTORS 2015-2016**

**John Creagh, President (2011)**



**Charlotte Sanborn (2001)**



**Laurie Harding, Vice President (2005)**



**John Ziegler (2005)**



**James Larrick, Treasurer (2014)**



**John Vansant (2015)**



**Andrew Daubenspeck, Secretary (2001)**



**Allison Anderson (2015)**



**Harrison Drinkwater (2014)**



**John C. Ferney (2002)**



**David McGaw (2012)**



**Executive Director**

**Suzanne Thistle**



## **EDUCATION**

2003 Antioch New England Graduate School  
Keene, NH  
Master of Arts: Counseling Psychology:  
Substance Abuse Concentration

2001 Plymouth State University  
Plymouth, NH  
Bachelor of Science, Health Education:  
Wellness Management

## **PROFESSIONAL DEVELOPMENT**

- Treating the Addictions, Harvard Medical School, 2003, 2007, 2012, 2013: Boston, MA, 28 hours
- Treatment of Addictions, Albert Ellis Institute: New York, NY, 19 hours
- Dialectical Behavior Therapy, Marsha Linehan: Cambridge, MA, 6 hours
- Advanced Ethics Issues in Clinical Supervision, NH Training Institute: Concord, NH, 6 hours
- Substance Use Disorders and the DSM 5, NH Training Institute: Concord, NH, 4 hours
- DSM 5 Common Mental Health Disorders-Co-occurrence, NH Training Institute: Concord, NH, 6 hours
- Understanding and Using the ASAM, NH Training Institute: Concord, NH, 6 hours
- DWI Laws and Rules, NH Department of Health and Human Services: Laconia, NH, 2.5 hours
- Trauma and Addiction, Lisa Najavits PhD, NH Department of Corrections: Lebanon, NH, 7 hours
- Spirituality & Healing in Medicine, Harvard Medical School: Boston, MA, 21 hours
- Complementary & Alternative Medicine, Harvard Medical School: Boston, MA, 6 hours
- Advanced Motivational Interviewing, Steven Andrew: Portland, ME, 6 hours
- New England School of Best Practices in Addiction Treatment: Waterville Valley, NH, 10.5 hours
- Neuroscience of Psychological Trauma, Bessel Van Der Kolk: Boston, MA, 21 hours
- Women in the Criminal Justice System/Trauma& Substance Abuse, Stephanie Covington: Plymouth, NH, 6 hours
- Readiness to Change, Matching Interventions to Stages of Change, Carlo DiClementi: Boston, MA, 6 hours
- Basic Correction Academy, Police Standards and Training: Concord, NH, 316.5 hours
- Prime for Life for Adults & Under 21, Prevention Research Institute: Manchester, NH, 5 hours
- Emerge Certification Program: Cambridge, MA, 22 hours

**ADDITIONAL EXPERIENCE: STATE OF NH/DEPARTMENT OF CORRECTIONS:**  
2001, 2004-2005 Correctional Alcohol/Drug Counselor and Program Developer/Planner: Group and individual substance abuse/addiction counseling, Case management, Designed, implemented, and evaluated programs for the facility, Facilitated the first wellness fair. **NH TASK FORCE ON WOMEN AND RECOVERY:** 2004, Awarded a certificate of appreciation for bringing the Women's Leadership Training into the NH prison system. 2005 Co-facilitated the Women's Leadership Training: Goffstown State Prison. **MOTHERS' RETREAT DIRECTOR:** 1999, Designed, implemented, and evaluated the first retreat weekend for mothers in Alexandria, NH. Recruited local professionals to host workshops for participants: Women's Health Issues, Stress management, Yoga, Education on Mothering in the 90's, Creating Art as a Way of Relieving Stress, Reiki, Meditation, Circle Dancing and Exploring Spirituality. Recruited committee members and forty mothers attended. Coordinated all financial efforts, advertising, and news releases. **NEWFOUND AREA SCHOOL DISTRICT:** 1998-2000 President of the Parent Teacher Organization for the middle school: held monthly meetings, oversaw financial arrangements, recruited program coordinators, evaluated programs and participated in advertising. 1997 School board secretary. 1999-2001 Ski program coordinator for the elementary school.

# Eric Harbeck

~~7000001923, NEW LONDON, NEW HAMPSHIRE~~  
~~(603) 393-0474~~  
~~eric.harbeck@my.colby-sawyer.edu~~

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## OBJECTIVE

To obtain a position as an Administrative Assistant at StartWire, where I can utilize my managerial skills, strengthen my problem solving capabilities and build on my ability to connect with other individuals.

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## EXPERIENCE

- Headrest, Inc.** Lebanon, NH  
*Crisis Hotline Counselor/ Billing Manager* June 2014-Present
- Assist callers with crisis intervention, referral to services; utilization of supportive/active listening skills
  - Connect with state and private insurance agencies
  - Handle claim submission, reconciliation/adjudication, voids, and requests
  - Review and correct all submissions prior to reimbursement to respective reimbursement agencies
  - Organize discussions for monthly all staff meetings on pertinent changes in billing methods
  - Work closely with Clinical Coordinator and Executive Director on adherence to ethical guidelines
- Jakes Market & Dell** Andover/New London, NH  
*Customer Service Assistant/Store Clerk* September 2012 - Present
- Assist customers with questions and concerns
  - Maintain a clean and organized work environment
  - Promptly distribute products upon delivery from vendors
  - Work with store manager and vendors on how to increase efficiency and productivity
- Webster House** Manchester, NH  
*Child Care Worker* February 2012 – August 2012
- Write log reports at the end of every shift
  - Meet one-on-ones with selected residents discussing their progress
  - Attend biweekly meetings with co-workers and administration to discuss state of the house
  - Supervise, organize, and participate in activities with the residents
- Warwick Mills** New Ipswich, NH  
*Mix Technician* June 2011 - January 2012
- Check schedule for daily tasks
  - Check in with supervisor for various projects to complete outside of department
  - Troubleshoot issues that would arise with equipment
  - Record material usage into inventory database
- Colby-Sawyer College Library Learning Center** New London, NH  
*Information Services Assistant* September 2007 - May 2012
- Check materials In and Out, shelve materials and check shelving accuracy
  - Cover front desk and assist students and community members with library questions
  - Interface with Archives and Inter-library loan system in addition to other offices on campus
- Help Desk Assistant** September 2007 - May 2012
- Dispatch calls and check computers In/Out of repair center following strict guidelines
  - Professionally answer Help Desk support line and conduct basic trouble-shooting
  - Generate service requests and respond to voice mail in timely manner

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## EDUCATION

**Bachelor of Arts in Psychology** New London, NH  
Colby-Sawyer College September 2007 – May 2011  
**Academic Highlights:** Theories of Counseling, Child Psychology, Psychology of Personality, Biological Psychology, Cross-Cultural Psychology, Learning and Cognition, Directing and Stage Management, Jazz Dance

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## ACTIVITIES & INTERESTS

Secretary/Member, Crossroads Christian Fellowship  
Member: Cross-Cultural Club, Psychology Club, Safe-Zones and CSC Players  
Off-Campus Senator, Student Government Association

P.O. Box 1923, New London, New Hampshire, 03257

(603) 393-0474

eric.harbeck@my.colby-sawyer.edu

Sara Poisson

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**Curriculum Vitae**

**EDUCATION**

PhD Counselor Education and Supervision, Walden University, ABD

Master of Arts Counseling Psychology, Antioch New England Graduate School, 1995

Bachelor of Science, General Education, Franklin Pierce University, 1993

**EMPLOYMENT**

2015-present Headrest, Inc. Lebanon, NH. Clinical Coordinator

2010- 2015 Clinician and consultant in private practice treating primarily justice involved clients with mental health, substance abuse, anger management and/or sexual offending issues.

1995- 2015 adjunct faculty Granite State College

2000- 2015 adjunct faculty Community College of Vermont

2007-2011 Clinician Sullivan County Department of Corrections. Wrote and implemented curriculum for the 90 day substance abuse women's treatment unit. Individual and group counseling, assessment and crisis intervention.

2003-2007 Clara Martin Center. Clinician contracted with the Vermont Department of Corrections. Housed in the Southeast State Correctional Facility providing substance abuse and mental health services for that facility.

**TEACHING**

**COMMUNITY COLLEGE OF VERMONT**

Courses Taught:

*Introduction to Psychology*

*Human Growth and Development*

*Introduction to Substance Abuse*

*Substance Abuse: The Family and Society*

*Substance Abuse: Services and Treatment*

*Abnormal Psychology*

*Global Social Problems*

*Introduction to Human Services*

*Introduction to Case Management*

**GRANITE STATE COLLEGE**

**Courses Taught:**

*Research Methods*

*Counseling Theories*

*Victim Rights & Advocacy*

*Criminal Justice Integrative*

*Principles of Case Management*

*Introduction to Psychology*

*Theories of Personality*

*Crisis Intervention*

*Developmental Perspectives on Adolescence*

*Psychology of Adulthood*

*Psychology of Occupational Stress*

*Abnormal Psychology*

*Dynamics of Family Relationships*

*Stress & the Family*

*Addictions & Family Dynamics*

**RESEARCH & SCHOLARSHIP**

**Dissertation**

Poisson, S. (in progress). *Staff Communication & the Offender Population*

**Publication**

Poisson, S. (2010) *Silent Voices from the Past*. New York: IUniverse.

**WORKSHOPS & PRESENTATIONS**

National Association of Forensic Counselors 2011 *Working with Dual Diagnosed Female Offenders*, 2011

National Association of Forensic Counselors 2013 *Enhancing Relationships in Corrections: Carkhuff & Truax Seven Keys at Work* 2013

National Association of Forensic Counselors 2014 *Recognizing Shame as an Impediment to Rehabilitation in Corrections*

Granite State College 2011 *Dealing with Difficult Students*

**ORGANIZATIONAL AFFILIATIONS**

American Counseling Association

National Association of Alcoholism and Drug Abuse Counselors

National Association of Forensic Counselors

**COMMITTEE AND PROFESSIONAL SERVICE**

Granite State College Campus Compact for New Hampshire Presidents' Good Steward Award 2010

Community College of Vermont Faculty Recognition Award 2012

Community College of Vermont Social Sciences Curriculum Committee 2012- 2015

Claremont Soup Kitchen Board of Directors (Treasurer) 2013- 2015

**CERTIFICATIONS & LICENSES**

Clinically Certified Forensic Counselor – American College of Certified Counselors

Certificate #26774

2009-Present

**Master Licensed Alcohol & Drug Counselor – State of New Hampshire Board of Licensing  
for Alcohol & Other Drug Use Professionals**

License #642

2009-Present

**Clinical Mental Health Counselor – The State of New Hampshire Board of Mental Health  
Practice**

License #405

2001-Present

**International Certification & Reciprocity Consortium Certification**

2013-present

**M. Kathryn Marshall**

~~2000-2002 Vermont College of Norwich University. Teacher Licensure Program~~  
~~1984-1985 The Ohio State University. M.A. Physical Education, emphasis on psychology and sociology of sport.~~  
~~1981-1984 The College of Wooster, Wooster Ohio. B.A. Sociology and Social Welfare~~

**Education**

1981-1984 The College of Wooster, Wooster Ohio. B.A. Sociology and Social Welfare

1984-1985 The Ohio State University. M.A. Physical Education, emphasis on psychology and sociology of sport.

2000-2002 Vermont College of Norwich University. Teacher Licensure Program

**Experience**

Child Health Services Worker/Home Based Therapist June 2004 – present

Southwestern Community Services, Keene NH

- Teach parenting skills, social and survival skills to clients
- Help clients access community resources.

Provide and coordinate supervised visitation between parents and children.

Para-professional

March 2006 to Present

> Windsor Union High School and Middle School, Woodstock VT

> Work with children with severe disabilities

Teacher of Multi-age Classroom

Sept, 2002 - June 2004

Piermont Village School, Piermont NH

> Teacher grade 3<sup>rd</sup> and 4<sup>th</sup> grade classroom

Long Term Substitute

April 22, 2002-June 12, 2002

Sharon Elementary School, Sharon VT

> Teacher in a combined 1<sup>st</sup> and 2<sup>nd</sup> grade classroom.

Para-professional

Jan. 2002 – April 2002

Bernice A. Ray School, Hanover NH

> Worked as a one on one aide with a fourth grade student with very limited reading, writing, and mathematics skills.

> I assisted him in organizing his materials, adapting assignments to his abilities, and helping deal with social situations.

Para-professional

Bernice A. Ray School, Hanover NH

> Worked as a one on one aide with a fifth grade student who had Asperger's Syndrome.

> I assisted him in organizing his materials, adapting assignments to his abilities, and helping him deal with social situations.



**Physical Education Teacher**

**Sept. 1985 – June 1988**

**George School, Newtown PA\**

- Taught physical education classes, coached field hockey, swimming, and lacrosse..
- Lived in dormitory.

**Team-taught a three-semester course on health and human development to tenth graders**

**Shipper Receiver**

**Sept. 1994 – Jan. 1999**

- Supervise all shipping and receiving of goods,
- Track inventory,

**Carpenter's Helper**

**March 1999 to November 1999**

- Trim windows and doors.
- Staining, priming wood.
- Sanding and odd jobs.

**Duck Hollow Farm Co –Owner and Instructor since 1989**

**Teach riding lessons.**

**Compete in Combined Training events.**

**Special  
Interest**

**Richard W. Crandall LCMHC, LADC**

**301-889-1111 ext. 1111, VT 05602**

**www.rwcrandall.com**

**Richard.W.Crandall@vermont.edu**

**Profile**                      **Solid background in alcohol and drug counseling with significant experience in holistic health and well being. Successful private practice in holistic health since 1995. Twenty five years experience as a therapist treating alcohol and drug co-occurring disorders. Previous experience in a variety of settings including HCRS, Southeastern Services, Seaborne and Danvers State Hospital.**

**Education**                      **M.A. in Clinical Mental Health Counseling, Vermont College April 2007**  
**B.S. General Studies, Franklyn Pierce College                      May 1991**

**Training**                      **Polarity Realization Institute, Portland, ME and Ipswich, MA    1994- 1997**  
**880 Hour Program in Polarity Wellness, Yoga, Nutrition, and Personal Process**  
**Wellness Institute, Washington, D.C. and New York, NY                      1999 - 2001**  
**750 Hour Holistic Program in Cranial Therapy and the Energetic Body**

**License**                      **Vermont License in Alcohol and Drug Counseling, Lic. No. 419 Dec. 2007**  
**New Hampshire Master Licensed Alcohol and Drug Counselor    Jan. 2009**  
**VT Licensed Clinical Mental Health Counselor    Credential # 068.0061316**

**Vision**                      **Program Development for the Holistic Use and Reduction of Pharmaceuticals in the Treatment of Emotional Disorders, Addictions, and the Addictive use of Pain Medications Utilizing Traditional Healing Methods, Evidence Based Complimentary Touch Therapy, Meditation and Yoga.**

**Career History**

**West Central Behavioral Health**

**Nov. 2008 to present**

**Claremont and Lebanon, NH**

**Substance Abuse Clinician, MLADC**

- **Thirty Hour Per Week Salaried Position**
- **Individual Psychotherapy and Counseling**
- **Assessments, Treatment planning, Crisis Management, Consultation and Referrals**
- **Co-occurring Mental Health Disorder treatment utilizing Mindfulness Based Meditation and Relaxation Response for Treatment of Anxiety**
- **Assessments for Court, Probation Parole and DWI Providers**
- **Facilitate Suboxone and Seeking Safety Groups**
- **Aftercare Counseling for Multiple Offender DWI**
- **Certified MET/CBT provider for working with teens with cannabis abuse**
- **Providing Consultation to Enhanced Care, CORE, ACT Teams**
- **Providing Psychotherapy for Certified Clients with Co-occurring Disorders**

**HCRS, Health Care Rehabilitation Services**

**May to Nov 2008**

**Springfield, VT 05156**

**WRAP Out Patient Clinician, LADC**

- **Full time Alcohol, Drug, and Mental Health Psychotherapy**
- **Individual Counseling for Adults and Young Adults**
- **Complete Assessments, Treatment planning, and Case Management**
- **Counseling, Crisis Management, Consultation and Referrals**
- **Walk-In Clinic Therapist and Intensive Out Patient Facilitator**
- **Completed Court Referrals for DWI Assessments and Provided Psychotherapy for Individuals with Substance Dependence, and Co-occurring Disorders such as Trauma, Depression, Anxiety and Personality Disorders**

**HCRS, Health Care Rehabilitation Services**      Sept. 2005-Dec.2006

Hartford, VT

**Intern WRAP Out Patient Clinician**

- 17 Hours Per Week for a Total of 1035 hours
- Edmund Piper, LADC, LCMHC, PsyD., Supervisor 802 295 3031
- Provided Individual Psychotherapy to Clients with Mental Health and Substance Dependence Disorders
- Walk-In Clinic therapist

**Awakenings Holistic**

May 1998 to the Present

Burton House, Norwich, VT

**Part Time Private Practice**

- Provide Health Education: such as Breathing Exercises, Polarity Yoga, Mindfulness Meditation and Relaxation Response, Personal Process Counseling and Neuromuscular Reeducation to Address Issues of Anxiety, Personal Loss, Transition, Acute and Chronic Emotional Pain and Discomfort due to Stress or Trauma
- Intervention Utilized: Biodynamic Craniosacral and PolarityTherapy
- Supervision Provided by Debra Guillow RPP Ludlow [dgpolarity@gmail.com](mailto:dgpolarity@gmail.com)

**Turning Point, Southeastern Services**

Apr.1994 –Apr.

1998

Dover, NH

**Halfway House Counselor**

- 32 – 40 hours per week
- Lindsay Freeze, Administrator 603 446-4344
- Micki West, Supervisor 603 692-0071
- Daily Assessment of Perspective Residents and Presentation to

**Treatment Team. Provided Counseling, Intake, Orientation, Basic Recovery Skills, Treatment Planning, Case Management, Referrals and Alcohol Education.**

- **Group Facilitation of Adult Men and Women in Ninety Day Treatment Program**  
**for Alcohol and Drug Addiction. Facilitation of Aftercare Group and Family Counseling to Residents of Turning Point Halfway House.**
- **Provided Out Patient Individual and Family Drug and Alcohol Counseling.**

**Seaborne Hospital**  
**Dover, NH**

**Mar.1988 –Nov. 1994**

**Primary Therapist**

- **40 Hours Per Week Inpatient Multidisciplinary Team**
- **Ray McGardy, MA, LADC, Administrator 603 698-7647**
- **Margo Walker, MA, LADC and Robert Lang, MA, LADC, Supervisors**
- **Provided Individual Therapy and Group Facilitation. Carried a Case Load of 5-10 Newly Sober Adolescents and Adults. Assessments, Treatment Planning, Case Management, Counseling, Referrals, Family Therapy and Recovery Education for Addicts with Dual Diagnosis.**

**Clarisse Charland, M.Ed., MLADC**

~~1000-0000-0000~~  
~~1000-0000-0000~~  
~~(603) 000-0000~~

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**Experience    Outpatient and Residential Counselor: Headrest, Lebanon NH (May 2015-present)**

Responsible for providing and supervising clinical services to clients in outpatient and residential programs

**Clinician: Sullivan County Department of Corrections, Unity NH (June 2011-May 2015)**

- Responsible for assessment of inmates sentenced to chemical dependency treatment program at the Community Corrections Center
- Responsible for psycho-education groups on coping skills using evidence-based interventions (CBT, DBT, Seeking Safety)

**Clinician: Southeastern NH Services, Dover, NH (July 2010-March 2011)**

- Provided clinical assessment, treatment planning, group and individual counseling to women in intensive outpatient treatment

**Clinician: Center for Life Management, Derry, NH (May 2008-July 2010)**

- Responsible for clinical assessment and treatment planning for clients in Community Support Program
- Provided individual psychotherapy for clients with severe and persistent mental illness and substance use disorders
- Co-led DBT groups

**Outpatient Counselor: Concord Hospital, Concord, NH (August 2001-May 2008)**

- Provided clinical assessment and treatment of clients seeking outpatient substance abuse services
- Provided LADC evaluations for courts, NH DOC, NH Department of Safety and Impaired driver intervention programs
- Referred dually diagnosed clients to mental health providers as needed

**NH Certified Impaired Driver Intervention Program: REAP/Serenity Place (December 2005-2012)**

- Taught Prime for Life, an evidence-based 20-hour alcohol and drug education program to DWI offenders

**Outpatient Counselor: Keystone Hall, Nashua, NH (September 1997-  
June 2001)**

- Provided clinical assessment and outpatient substance abuse treatment for clients referred by NH Department of Corrections and DWI programs
- Provided court-ordered LADC evaluations

**Student Assistance Counselor: Londonderry School District, Londonderry, NH  
(March 1993-September 1997)**

- Designed and implemented Student Assistance Program at the elementary level
- Conducted teacher workshops and classroom presentations on the effects of substance abuse on children and families
- Provided individual and group counseling to children affected by substance abuse

**Chemical Dependency Counselor: Catholic Medical Center, Manchester, NH  
(July 1992-September 1996)**

**Adult Education Counselor: Manchester Adult Learning Center,  
Manchester, NH (December 1990-January 1995)**

**Counselor Intern: Manchester Memorial High School Student Assistance  
Program, Manchester, NH (September 1991-May 1992)**

**Education**

**M.Ed., Counseling – 1992  
Rivier College, Nashua, NH**

**B. A. English  
Plymouth State College, Plymouth, NH**

**Gestalt Training in Addiction 2000-2001  
Gestalt Training Center of Rhode Island**

**Certified Instructor-Prime for Life  
Prevention Research Institute, Lexington, KY**

**NH Certified Instructor Impaired Driver Intervention Program**

**Certified Level 1-Equine Assisted Psychotherapy  
EAGALA, Utah**

**OBJECTIVE**

To work for an organization that will utilize my education and experiences

**EDUCATION**

Springfield College, Manchester, NH • May 2015

- Bachelor of Human Service – *Summa Cum Laude*
- Major: Human Service/Concentration: Addiction Studies
- GPA: 3.944

**Honors/Awards**

- Dean's List/Academic Achievement Award/Kathy Anderson Scholarship
- Springfield College Scholarship Award/*Pi Gamma Mu*

**Relevant Courses**

- Interviewing Techniques, Addiction Counseling, Crisis Intervention
- Coping with Disease and Death, Group Techniques & Analysis
- Dynamics of Case Management, Substance Use & Abuse, Prevention to Treatment
- Family Counseling and Understanding Diverse Cultures, Intro Psychopathology

**WORKING/COUNSELING EXPERIENCE**

Residential Counselor – December 2015-Present

Headrest, Inc. – 14 Church Street, Lebanon, NH 03766

Family Worker/Advocate • August 2014 – November 2015

Tri County Cap Head Start – 610 Sullivan Street, Berlin, NH 03570

- Community/Committee organizational resource work and networking connections
- Comply with the federal, state, and local regulations
- Travel to business sites and to home visits, building trusting relationships
- Maintain confidential client files and records both electronic and paper form
- Motivational interviewing
- High level of professional and ethical standards
- Working with a multi-disciplinary team approach

Support Worker • March 2013 – August 2014

Keystone Hall/Cynthia Day Family Center - 615 Amhurst St, Nashua, NH 03063

- Maintained in house services to include groups, medications, transportation, shift notes
- Conduct a safe and healthy environment with high priority, room checks, and administer substance use testing
- High level of independent functioning and flexibility
- Strong professional customer service skills and personable support
- Provided substance abuse therapeutic treatment in a caring environment
- Working knowledge of the 12 steps AA, NA, and Nar-anon
- Facilitated therapeutic groups

Recovery Coach • March 2012 – Jan 2013

Friends of Recovery - 25 Lowell Street, Manchester NH 03101



- Administrative Intake/assessments
- Motivational interviewing
- Strength based movement through the stages of change
- Individual evidence based practices in treatment
- Maintained records and referrals

#### PROFESSIONAL/VOLUNTEER EXPERIENCE

- Mentor/Good Bridges/Goodwill
- Volunteer Transporter/Transport Central
- Treasurer/Board of NHTIAD/NHADACA
- Treasurer/Board of Transport Central
- Volunteer/Restorative Justice
- Plymouth Planning Board/Town of Plymouth
- Volunteer/Spere Memorial Hospital

#### PROFESSIONAL ORGANIZATIONS/CERTIFICATIONS

- Certified Recovery Support Worker/CRSW/State of New Hampshire
- Certified Recovery Coach and Trainer of Trainers
- Prime for Life Instructor/Certified
- Citizen Involvement/NHDOC
- Impaired Driver Education Instructor/exp. 8/14/2018
- Escort/Sober Escorts
- 306 CEU Trainings

#### SKILLS

- Microsoft Word
- Excel
- PowerPoint
- Office Experience
- Various computer programs utilized for data entry (WITS)
- Developing reports
- Networking and communication

#### INTERESTS

- Outdoor activities
- Snow shoeing
- Hiking
- Camping and spending time on the river
- Landscaping and gardening with vegetables and flowers
- Developing my artistic abilities through interior decorating, Fashion, photography and painting

# THOMAS HOWARD

~~25 Main Street, Croydon, NH 03301, Phone: 603-888-2700, Email: thoward@serenitycarpets.com~~  
~~Thomas Howard~~

## SUMMARY

I am the owner and operator of Serenity Carpets, a small retail flooring store in Croydon N.H. I have been in the flooring business since 1984. My business services many apartment complexes such as the Claremont Manor, Winter St. Commons, and Sugar River Apts. in the Upper Valley. I also operate Serenity Farms, a small vegetable and beef producing 59 acre Farm in Croydon. Being interested in the helping professions I have decide to peruse a career as a Licensed Alcohol and Drug Counselor ( LADC). I am currently interning as an addiction counselor at Headrest a Transitional Living Home at 14 Church St. Lebanon N.H.as well as a paid residential counselor. I will be graduating this May from NHTI with an Associates degree in Addiction Counseling maintaining a grade point average (3.92) worthy of the Deans list for every semester attended at said NHTI.

## HIGHLIGHTS

- DSM-IV knowledge
  - Court procedures familiarity
  - Passion for social work
  - Sound judgment
  - Group homes
  - Sound judgment
  - Experience working with disabled persons
  - Working with 12 step programs
  - Skilled mediator
  - Natural leader
  - Compassion
  - Community resources specialist
  - Exceptional problem solver
  - Charismatic public speaker
  - Excellent analytical skills
  - Outstanding interpersonal skills
  - PowerPoint proficiency
  - Quick learner
  - Strong verbal communication
- Child Protective Services (CPS)

## ACCOMPLISHMENTS

### Presenting

Demonstrates strong communication skills through ( Serving as State Representative for Sullivan County from 2008-2012 )  
Researched and developed many issues for my constituents which resulted in positive legislation for education and natural resources and development in N.H.  
Initiated legislation that streamlined education issues in NH  
Current member of NH Farm Bureau of Sullivan County  
Former member of the Board of Directors for Mountain view Counseling  
Member of the Newport Chamber of Commerce  
Ran four Boston Marathons

**EXPERIENCE**

9/2013-present

Intern at Headrest for addiction counseling  
Part time residential staff since October  
2013

03/1988 to 07/2013

Owner/operator retail store  
Serenity Carpets - Croydon, NH  
Registered Serenity Carpets as business with State of NH in 1989. Operated in  
Mass prior to 1989

01/1981 to 02/1988

Teacher/ teacher aid Physical ed  
Hayden Academy - Dorchester, Mass

**EDUCATION**

Education

Boston State College - Boston, Mass., U.S.A.

Bunker Hill Community College (general Studies) 1986

NHTI-currently enrolled in Addiction studies associates program. Carrying a 3.92  
average

# Jessica Goodwin

Human Services

~~Portland, VT 05647~~

~~603-899-0101 @goodwinjessica@gmail.com~~

## WORK EXPERIENCE

### Residential Counselor

Headrest Inc - Lebanon, NH - June 2015 to Present

#### Responsibilities

Case Management

1:1 counseling

Group counseling

Intakes

Drug screens

### Service Scheduler

Gateway Motors - White River Junction, VT - July 2014 to April 2015

#### Responsibilities

Schedule service appointments via telephone and email

Answer telephones

Write up repair orders

Give estimates on vehicle repairs

Look up warranty information

Call insurance companies for proof of insurance of certain repairs

#### Accomplishments

very helpful to service department with extra hand.

#### Skills Used

Customer service, working fast paced, multi-tasking

### Administrative Assistant

Longhill Partners - Woodstock, VT - April 2014 to July 2014

Answer multi-line telephone

Process orders

Data Entry

Work in Excel

Shipping/Mailing

Process credit cards

Receptionist work

Download orders

Make Galley's

Run Reports

### Internet Sales Specialist

The Car Store - Norwich, VT - July 2013 to April 2014

Answer multi-line telephone  
Schedule service appointments via phone and email  
Manage Internet Sales  
Data Entry  
Work in Excel  
Set Sales Appointments  
Cashier  
Receptionist work

**Service Scheduler**

White River Toyota - White River Junction, VT - May 2009 to January 2013

Answer multi-line telephone  
Schedule service appointments via phone and email  
Reminder phone calls and emails for service appointments.  
Data Entry  
Work in Excel  
File paper work  
Cashier

**Service Clerk**

Evan's Express Mart - White River Junction, VT - March 2009 to May 2009

Run register  
Answer telephone  
Daily reports  
Run lottery  
Stock shelves

**Cashier**

Price Chopper - West Lebanon, NH - October 2008 to January 2009

Run register

**Customer Service Representative**

Shaw's Supermarket - West Lebanon, NH - December 2004 to August 2008

Answer multi-line telephone  
Data Entry  
Daily reports  
Light bookkeeping  
Deposits  
Run register  
Check out Supervisor  
Operate lottery and western union

**Service Clerk**

Cavin's - Lebanon, NH - April 2008 to June 2008

Run register  
Price mark products  
Answer telephone

**Service Clerk**

**Walgreens - West Lebanon, NH - January 2008 to March 2008**

Answer multi-line telephone

Run register

Operate Photo lab

**Receptionist**

**The Car Store - Wilder, VT - June 2007 to January 2008**

Answer multi-line telephone

Schedule service appointments via phone and email

Reminder phone calls and emails for service appointments.

Data Entry

Work in Excel

File paper work

Light bookkeeping

Daily and weekly reports

Rental agent

**Receptionist**

**Miller Auto Group - Lebanon, NH - September 2006 to May 2007**

Answer multi-line telephone

Data Entry

Work in Excel

File paper work

Light Accounting

Deposits

Light service adviser work

**EDUCATION**

**Associate's In Human Services**

Franklin Pierce University - West Lebanon, NH

**GED**

Adult Learning Center - Springfield, VT

2006

**CONTRACTOR NAME**

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Suzanne L. Thistle	Executive Director	\$80,000	5%	\$4,000
Sarah Poisson	Outpatient Clinical Coordinator	\$50,000	5%	\$2,500
Tom Howard	Residential Manager	\$29,950	5%	\$1,497.50
Eric Herdeck	Asst to Director	\$27,040	5%	\$1,352.00



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STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
OFFICE OF MEDICAID BUSINESS AND POLICY

Jeffery A. Meyers  
Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857  
603-271-9422 1-800-852-3345 Ext. 9422  
Fax: 603-271-8431 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

Kathleen A. Dunn  
Associate Commissioner  
Medicaid Director

3/23/16 #6

March 7, 2016

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Bureau of Drug and Alcohol Services, to enter into Agreements with multiple Vendors, listed below, to provide substance use disorder treatment and recovery support services statewide, in an amount not to exceed \$11,451,100, effective April 1, 2016 through June 30, 2017, upon approval by Governor and Executive Council. 56.1% Federal, 29.4% General, and 14.5% Other Funds.

Summary of contracted amounts by Vendor:

Vendor	Budgeted Amount
Concord Hospital, Inc. Concord	\$72,700
Families First of the Greater Seacoast, Portsmouth	\$35,900
Families in Transition, Manchester	\$357,600
Grafton County Department of Corrections, North Haverhill	\$95,300
Greater Nashua Council on Alcoholism, Inc., Nashua	\$3,734,500
HALO Educational Systems, Canaan	\$678,400
Headrest, Inc., Lebanon	\$453,700
Horizons Counseling Center, Inc., Gilford	\$239,900
Manchester Alcoholism Rehabilitation Center, Manchester	\$643,300



<b>Vendor</b>	<b>Budgeted Amount</b>
National Council on Alcoholism and Drug Dependency/Greater Manchester, Manchester	\$1,715,000
Phoenix Houses of New England, Providence Rhode Island	\$1,497,600
South Eastern New Hampshire Alcohol and Drug Abuse Services, Dover	\$1,455,800
Tri-County Community Action Program, Inc., Berlin	\$368,400
The Youth Council, Nashua	\$103,000
<b>Total</b>	<b>\$11,451,100</b>

Funds to support this request are available in State Fiscal Years 2016 and 2017 in the following accounts, with the authority to adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, without approval of the Governor and Executive Council.

Please see Attachment A for fiscal details.

#### **EXPLANATION**

The attached agreements represent fourteen (14) of a total fifteen (15) agreements with a combined price limitation of \$11,451,100 of a total \$11,940,600 that will allow the Contractors listed to provide an array of Substance Use Disorder Treatment and Recovery Support Services statewide to children and adults with substance use disorders, who have income below 400% the Federal Poverty level and are residents of New Hampshire or are homeless in New Hampshire. (See attached Summary of Contracted Services by Vendor). Substance use disorders occur when the use of alcohol and/or drugs causes clinically and functionally significant impairment, such as health problems, disability, and failure to meet major responsibilities at work, school, or home. The existence of a substance use disorder is determined using a clinical evaluations based on Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition criteria. The final contract will be presented to the Governor and Executive Council at an upcoming meeting.

These Agreements are part of the Department's overall strategy to respond to the opioid epidemic that continues to negatively impact New Hampshire's individuals, families, and communities as well as to respond to other types of substance use disorders. In 2014 there were 325 drug overdose deaths in New Hampshire with the death toll for 2015 at 385 as of January 8, 2016; however, the 2015 statistics are expected to increase as cases are still pending analysis.

The Department published a Request for Proposals for Substance Use Disorder Treatment and Recovery Support Services (RFP #16-DHHS-DCBCS-BDAS-03) on the Department of Health and Humans Services website November 3, 2015 to December 15, 2015. The Department received fifteen proposals. These proposals were reviewed and scored by a team of individuals with program specific knowledge. The Department selected all the Vendors to provide these services (See attached Summary Score Sheet).

Some of the Vendors' proposals scored lower than anticipated; however, it was determined that losing substance use disorder treatment and recovery support services in the midst of an Opioid Crisis would be detrimental to the individuals, families, and communities of New Hampshire. In order to ensure effective delivery of services, the Department has strengthened language in the Vendors' contracts.

The Contract includes language to assist pregnant and parenting women by providing interim services if they are on a waitlist, to ensure clients have faster access to services by maintaining and monitoring a waitlist on an agency and statewide level, to ensure clients contribute to the cost of services by assessing client income at intake and on a monthly basis, and to ensure care coordination for the clients by assisting them with accessing services or working with a client's existing provider for physical health, behavioral health, medication assisted treatment and peer recovery support services.

The Department will monitor the performance of the Vendors by monitoring monthly reports, quarterly utilization, completing site visits, and reviewing client records. In addition, the Department is developing a Quality Monitoring and Improvement Plan to manage the performance of these contracts.

The attached Contracts include language that reserves the right to renew each contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of contracted services and Governor and Executive Council approval.

The Contract for Greater Nashua Council on Alcoholism, Inc. includes language in Exhibit B, Paragraph 8.4 that allows the Department to amend the contract by adjusting amounts between budget line items for statewide Crisis Services, within the price limitation, upon written agreement of both parties without Governor and Executive Council approval, if needed and justified.

The Contract for National Council on Alcoholism and Drug Dependency/Greater Manchester includes language in Exhibit A, Section 25, for the use of the Tirrell House, a State owned building, for residential substance use disorder treatment services for up to 14 individuals. The Contract includes up to \$286,000 for repairs/replacement of the fire alarm system, fire suppression system, upgrade the kitchen, and other miscellaneous repairs as required by the joint inspection of the State of New Hampshire Fire Marshall, City of Manchester, and the Department's Health Facilities Administration.

Should the Governor and Executive Council determine to not authorize this Request, the Contractors would not have sufficient resources to promote and provide the array of services necessary to provide individuals with substance use disorders the necessary tools to achieve, enhance and sustain recovery. In addition, failure to obligate the federal funds in the Substance Abuse Prevention and Treatment Block Grant to community based programs to provide alcohol and other drug treatment services could result in the loss of Federal Block Grant funds made available for these services.

Area served: Statewide.

Source of Funds: 56.1% Federal Funds from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, CFDA #93.959, Federal Award Identification Number TI010035-14, and 29.4% General Funds and 14.5% Other Funds from the Governor's Commission on Alcohol and Other Drug Abuse Prevention, Intervention and Treatment.

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

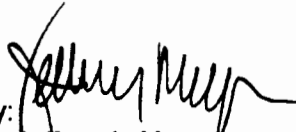


Kathleen A. Dunn  
Associate Commissioner



David Clapp  
Facilities

Approved by:



Jeffery A. Meyers  
Commissioner

Attachment A  
Financial Details

05-95-49-491510-2989 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% Other Funds)

Concord Hospital, Inc (Vendor #177653 B014)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$1,745
2017	102-500734	Contracts for Prog Svc	\$8,724
<b>Sub-total</b>			<b>\$10,469</b>

Families First of the Greater Seacoast (Vendor #166629 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$382
2017	102-500734	Contracts for Prog Svc	\$2,003
<b>Sub-total</b>			<b>\$2,385</b>

County of Grafton (Vendor #177397 B003)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$2,287
2017	102-500734	Contracts for Prog Svc	\$12,008
<b>Sub-total</b>			<b>\$14,295</b>

Attachment A  
Financial Details

Greater Nashua Council on Alcoholism (Vendor #166574 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$89,628
2017	102-500734	Contracts for Prog Svc	\$470,547
<b>Sub-total</b>			\$560,175

HALO Ed Systems (Vendor #230732 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$16,282
2017	102-500734	Contracts for Prog Svc	\$85,478
<b>Sub-total</b>			\$101,760

Headrest, Inc (Vendor #175226 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$10,889
2017	102-500734	Contracts for Prog Svc	\$57,166
<b>Sub-total</b>			\$68,055

Horizons Counseling Center, Inc (Vendor #156808 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$5,758
2017	102-500734	Contracts for Prog Svc	\$30,227
<b>Sub-total</b>			\$35,985

Attachment A  
Financial Details

Manchester Alcoholism Rehabilitation Center (Vendor #177204 B005)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$15,439
2017	102-500734	Contracts for Prog Svc	\$81,056
<b>Sub-total</b>			<b>\$96,495</b>

National Council on Alcoholism and Drug Abuse Services (Vendor #177265 R001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$34,296
2017	102-500734	Contracts for Prog Svc	\$180,054
<b>Sub-total</b>			<b>\$214,350</b>

Phoenix Houses of New England, Inc. (Vendor #177589 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$35,942
2017	102-500734	Contracts for Prog Svc	\$188,698
<b>Sub-total</b>			<b>\$224,640</b>

Southeastern New Hampshire Alcohol and Drug Abuse Services (Vendor #155292 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$34,939
2017	102-500734	Contracts for Prog Svc	\$183,431
<b>Sub-total</b>			<b>\$218,370</b>

Attachment A  
Financial Details

Tri-County Community Action Programs, Inc (Vendor #177195 B009)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$8,842
2017	102-500734	Contracts for Prog Svc	\$46,418
<b>Sub-total</b>			<b>\$55,260</b>

The Youth Council (Vendor #154886 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$2,215
2017	102-500734	Contracts for Prog Svc	\$11,630
<b>Sub-total</b>			<b>\$13,845</b>
<b>Total Gov. Comm</b>			<b>\$1,616,084</b>

**05-95-49-491510-2990 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES (34.4% General 65.6% Federal)**

Concord Hospital, Inc (Vendor #177653 B014)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$12,795
2017	102-500734	Contracts for Prog Svc	\$49,436
<b>Sub-total</b>			<b>\$62,231</b>

Families First of the Greater Seacoast (Vendor #166629 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$2,798
2017	102-500734	Contracts for Prog Svc	\$30,717
<b>Sub-total</b>			<b>\$33,515</b>

Attachment A  
Financial Details

Families in Transition (Vendor #157730 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$71,520
2017	102-500734	Contracts for Prog Svc	\$286,080
<b>Sub-total</b>			<b>\$357,600</b>

County of Grafton (Vendor #177397 B003)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$16,773
2017	102-500734	Contracts for Prog Svc	\$64,232
<b>Sub-total</b>			<b>\$81,005</b>

Greater Nashua Council on Alcoholism (Vendor #166574 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$667,112
2017	102-500734	Contracts for Prog Svc	\$2,507,213
<b>Sub-total</b>			<b>\$3,174,325</b>



Attachment A  
Financial Details

HALO Ed Systems (Vendor #230732 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$119,398
2017	102-500734	Contracts for Prog Svc	\$457,242
<b>Sub-total</b>			<b>\$576,640</b>

Headrest, Inc (Vendor #175226 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$79,851
2017	102-500734	Contracts for Prog Svc	\$305,794
<b>Sub-total</b>			<b>\$385,645</b>

Horizons Counseling Center, Inc (Vendor #156808 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$42,222
2017	102-500734	Contracts for Prog Svc	\$161,693
<b>Sub-total</b>			<b>\$203,915</b>

Attachment A  
Financial Details

Manchester Alcoholism Rehabilitation Center (Vendor #177204 B005)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$113,221
2017	102-500734	Contracts for Prog Svc	\$433,584
<b>Sub-total</b>			<b>\$546,805</b>

National Council on Alcoholism and Drug Abuse Services (Vendor #177265 R001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$537,504
2017	102-500734	Contracts for Prog Svc	\$963,146
<b>Sub-total</b>			<b>\$1,500,650</b>

Phoenix Houses of New England, Inc (Vendor #177589 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$263,578
2017	102-500734	Contracts for Prog Svc	\$1,009,382
<b>Sub-total</b>			<b>\$1,272,960</b>

Attachment A  
Financial Details

Southeastern New Hampshire Alcohol and Drug Abuse Services (Vendor #155292 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$256,221
2017	102-500734	Contracts for Prog Svc	\$981,209
<b>Sub-total</b>			<b>\$1,237,430</b>

Tri-County Community Action Programs, Inc (Vendor #177195 B009)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$64,838
2017	102-500734	Contracts for Prog Svc	\$248,302
<b>Sub-total</b>			<b>\$313,140</b>

The Youth Council (Vendor #154886 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$16,245
2017	102-500734	Contracts for Prog Svc	\$72,910
<b>Sub-total</b>			<b>\$89,155</b>
<b>Total Clinical Svcs</b>			<b>\$9,835,016</b>
<b>Grand Total</b>			<b>\$11,451,100</b>

Substance Use Disorder Treatment Services and Recovery Support Services:	Individual Outpatient	Group Outpatient	Intensive Outpatient	Partial Hospitalization	Transitional Living	Low-Intensity Residential	High-Intensity Residential	High-Intensity Residential for Pregnant and Parenting Women	Ambulatory WM w/ Extended On-Site Monitoring (ASM Level 1WM)	Medically Monitored Inpatient Withdrawal Management (ASAM Level 3.7 WM)	Medication Assisted Treatment	Continuous Recovery Monitoring	Enhanced Recovery Support Services	Individual Recovery Support Services (non-clinical)	Group Recovery Support Services (non-clinical)	Statewide Crisis	Crisis services to agency's own clients
<b>Vendors:</b>																	
Concord Hospital, Inc.	X	X	X									X		X			X
Families First of the Greater Seacoast	X										X	X	X	X	X		X
Families in Transition	X	X	X								X	X	X	X	X		X
Goodwin Community Health	X	X	X								X	X	X	X	X		X
Grafton County DOC	X	X	X								X	X	X	X	X		X
Greater Nashua Council on Alcoholism, Inc.	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
HALO Educational Systems	X	X	X								X	X	X	X	X		X
Headrest, Inc.	X	X	X			X						X	X	X	X		X
Horizons Counseling Center, Inc.	X	X	X								X	X	X	X	X		X
Manchester Alcoholism Rehabilitation Center (subsidiary of Easter Seals New Hampshire Inc.) - Total	X	X	X	X	X	X	X			X		X		X	X		X
National Council on Alcoholism and Drug Dependency/Greater Manchester	X	X	X	X	X	X	X		X			X		X	X		X
Phoenix Houses of New England - Total	X	X	X		X	X	X				X	X		X	X		X
South Eastern New Hampshire Alcohol and Drug Abuse Services Tri-County Community Action Program, Inc.	X	X	X	X	X	X	X		X			X		X	X		X
The Youth Council	X	X	X		X	X	X				X	X		X	X		X

An "X" indicates that the Vendor will provide the corresponding contracted service.



**New Hampshire Department of Health and Human Services**  
**Office of Business Operations**  
**Contracts & Procurement Unit**  
**Summary Score Sheet**

**Substance Use Disorder Treatment  
and Recovery Support Services**

**(RFP) #16-DHHS-DCBCS-BDAS-03**

**RFP Name**

**RFP Number**

**Reviewer Names**

- Bidder Name**
1. Concord Hospital, Inc.
  2. Families First of the Greater Seacoast
  3. Families in Transition
  4. Goodwin Community Health
  5. Grafotn County
  6. Greater Nashua Council on Alcoholism, Inc.
  7. HALO Educational Systems
  8. Headrest, Inc.
  9. Horizons Counseling Center, Inc.
  10. Manchester Alcoholism Rehabilitation Center  
(subsidiary of Easter Seals New Hampshire Inc.)
  11. National Council on Alcoholism and Drug  
Dependency/Greater Manchester
  12. Phoenix Houses of New England
  13. South Eastern New Hampshire Alcohol and Drug  
Abuse Services
  14. Tri-County Community Action Program, Inc.
  15. The Youth Council

Maximum Points	Actual Points
945	687
945	715
945	751
945	587
945	492
945	820
945	460
945	390
945	717
945	661
945	684
945	626
945	562
945	570
945	515

1. Jaime Powers, BDAS Clinical  
Services Unit Administrator
2. Linda Parker, BDAS Program  
Specialist IV
3. Paul Kiernan, BDAS Program  
Specialist IV
4. Michele Harlan, DHHS Director of  
Mental Health Services
5. Rhonda Siegel, DPHS,  
Administrator II
6. Donna Ferland, NH Hospital  
Administrator III / Financial Mngr
7. P. J. Nadeau, DHHS Financial  
Manager
8. Ann Driscoll, Administrator

Subject: Substance Use Disorder Treatment and Recovery Support Services (16-DHHS-DCBCS-BDAS-03-SUBST-08)

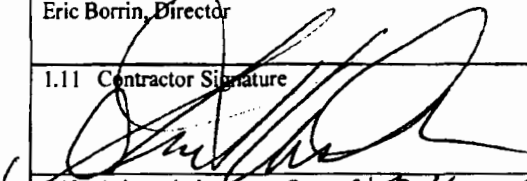
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Headrest, Inc.		1.4 Contractor Address 14 Church Street Lebanon, NH 03766	
1.5 Contractor Phone Number 603 448-4872 x 102	1.6 Account Number 05-95-49-491510-29890000-102-500734; 05-95-49-491510-29900000-102-500734	1.7 Completion Date June 30, 2017	1.8 Price Limitation \$453,700.
1.9 Contracting Officer for State Agency Eric Borrin, Director		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Headrest, Inc Suzanne L. Thistle MA, MCHAD Executive Director	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Dorset</u> On <u>Feb 23, 2016</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] <u>Rosella Ann Beauvalle</u>			
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature <u>Kathleen A Dunn</u> Date: <u>2/20/16</u>		1.15 Name and Title of State Agency Signatory Kathleen A Dunn Associate Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <u>Megan A. York</u> On: <u>3/7/16</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

**2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials GT  
Date 9/23/14

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

#### 8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

#### 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

**10. TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

**11. CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### 14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

Contractor Initials

Date

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2/23/14



14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials

Date

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2/23/16



Exhibit A

**Scope of Services**

**1. Provisions Applicable to All Services**

- 1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

**2. Definitions**

- 2.1. Adolescents: Adolescents are individuals under the age of 18.
- 2.2. American Society of Addiction Medicine (ASAM): ASAM is a professional society representing over 3,500 physicians, clinicians and associated professionals in the field of addiction medicine. ASAM is dedicated to increasing access and improving the quality of addiction treatment, educating physicians and the public, supporting research and prevention, and promoting the appropriate role of physicians in the care of patients with addiction. More information can be found at: <http://www.asam.org/>
- 2.3. American Society of Addiction Medicine Criteria: ASAM's criteria, formerly known as the ASAM patient placement criteria, is the result of a collaboration that began in the 1980s to define one national set of criteria for providing outcome-orientated and results-based care in the treatment of addiction. Today the criteria have become the most widely used and comprehensive set of guidelines for placement, continued stay and transfer/discharge of patients with addiction and co-occurring conditions. ASAM's criteria are required in over 30 states. More information can be found at: <http://www.asam.org/publications/the-asam-criteria>
- 2.4. Charitable Choice: Charitable Choice is Public Law 102-321, 102d Congress and amended in 1992 and again in 2000 (Children's Health Services Act). Charitable Choice is a federal legislative provision designed to remove barriers to faith-based organizations receiving certain Federal funds. States may allocate Block Grant funds to faith-based treatment and recovery support services programs that maintain their religious character and hire people of their same faith, who also meet state requirements for licensing or certification of substance abuse treatment and recovery support services programs and staff. The Charitable Choice final rules were published in the Federal Register on September 30, 2003.
- 2.5. Clinical Evaluation: A Clinical Evaluation is a biopsychosocial evaluation completed in accordance with Technical Assistance Publication (TAP) 21: Addiction Counseling Competencies, available at <http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171>.

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2/23/16



Exhibit A

- 2.6. Days: Days in this Exhibit A and Exhibit B refers to calendar days, unless otherwise noted.
- 2.7. Evidence-Based Practice: Evidence-Based Practice is applying the best available research results (evidence) when making decisions about health care. Health care professionals who perform evidence-based practice use research evidence along with clinical expertise and patient preferences. Systematic reviews (summaries of health care research results) provide information that aids in the process of evidence-based practice.
- 2.7.1. Evidence Based Practices is demonstrated by meeting one of the following criteria:
- 2.7.1.1. The service shall be included as an evidence-based mental health and substance abuse intervention on the SAMHSA National Registry of Evidence-Based Programs and Practices (NREPP), <http://www.nrepp.samhsa.gov/ViewAll.aspx>
  - 2.7.1.2. The services shall be published in a peer-reviewed journal and found to have positive effects; or
  - 2.7.1.3. The SUD treatment service provider shall be able to document the services' effectiveness based on the following:
    - 1. The service is based on a theoretical perspective that has validated research; or
    - 2. The service is supported by a documented body of knowledge generated from similar or related services that indicate effectiveness;
- 2.8. Homeless: Homeless is (1) an individual or family who lacks a fixed, regular, and adequate nighttime residence; or (2) an individual or family who has a primary nighttime residence that is a supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels and congregate shelters), an institution other than a penal facility that provides temporary residence for individuals intended to be institutionalized, or a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.
- 2.9. Level of Care: Level of care refers to the intensity of treatment defined by the American Society of Addiction Medicine (ASAM) October 2013.
- 2.10. New Hampshire Resident: A New Hampshire resident is defined as a person residing in New Hampshire regardless of how long they have resided in New Hampshire or whether or not they have a fixed or permanent address.
- 2.11. Resiliency and Recovery Oriented Systems of Care (RROSC): RROSC are networks of organizations, agencies, and community members that coordinate a wide spectrum of services to prevent, intervene in, and treat substance use problems and disorders. RROSCs support person-centered and self-directed approaches to care

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that build on the strengths and resilience of individuals, families, and communities to take responsibility for their sustained health, wellness, and recovery from alcohol and drug problems. In New Hampshire, this is operationalized by the Continuum of Care model.

- 2.12. Screening Positive for Substance Use Disorder: Screening positive for a Substance Use Disorder means that the individual is likely to meet the Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM 5) criteria for a Substance Use Disorder. If the client screens probable, a clinical evaluation will be required to determine if the client does in fact meet DSM 5 criteria for a Substance Use Disorder.
- 2.13. Substance Abuse Prevention and Treatment (SAPT) Block Grant: SAPT Block Grant was originally established by Public Law 97-35 (PL 97-35), creating the Alcohol, Drug Abuse and Mental Health Services Block Grant (later the Substance Abuse Prevention and Treatment Block Grant, and now the Behavioral Health Assessment and Plan), which became effective on October 1, 1992 for the purpose of carrying out and evaluating activities to prevent and treat substance abuse and dependence.
- 2.14. Substance use disorders occur when the use of alcohol and/or drugs causes clinically and functionally significant impairment, such as health problems, disability, and failure to meet major responsibilities at work, school, or home. The existence of a substance use disorder is determined using Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM 5) criteria.
- 2.15. Web Information Technology System (WITS): WITS is a secure, 24/7 accessible web-based information technology system for the purpose of storing client demographic information. All BDAS contracted providers use WITS to report on the National Outcome Measures (NOMs) established by the SAMHSA, as required in the Federal Substance Abuse Prevention and Treatment Block Grant.

### 3. Covered Populations

- 3.1. The Contractor shall provide services in this Contract to the general population in Section 3.2 who:
  - 3.1.1. Have a substance use disorder; and
  - 3.1.2. Have income below 400% Federal Poverty Level; and
  - 3.1.3. Are Residents of New Hampshire; or
  - 3.1.4. Are homeless in New Hampshire.
- 3.2. The Contractor agrees to provide services in this Contract to the general client population that includes, but not limited to:
  - 3.2.2. Adolescents;

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- 3.2.3. Adults;
- 3.2.4. Pregnant women;
- 3.2.5. Women with dependent children;
- 3.2.6. Injection drug users;
- 3.2.7. Individuals with co-occurring substance use and mental health disorders;
- 3.2.8. Veterans; and/or
- 3.2.9. Individuals who are involved with the criminal justice system.

3.3. The Contractor shall provide services in this Contract separately for adolescents and adults unless approved by the Department.

#### 4. Substance Use Disorder Treatment Services

4.1. The Contractor is required to provide to eligible individuals the following substance use disorder treatment services:

- 4.1.1. Outpatient Treatment as defined as American Society of Additional (ASAM) Criteria, Level 1. Outpatient Treatment services assist an individual or group of individuals to achieve treatment objectives through the exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.
- 4.1.2. Intensive Outpatient Treatment as defined as ASAM Criteria, Level 2.1. Intensive Outpatient Treatment services provide intensive and structured individual and group alcohol and/or other drug treatment services and activities that are provided according to an individualized treatment plan that includes a range of outpatient treatment services and other ancillary alcohol and/or other drug services. Services for adults are provided at least 3 hours a day and at least 3 days a week. Services for adolescents are provided at least 2 hours a day and at least 3 days a week.
- 4.1.3. Low-Intensity Residential Treatment as defined as ASAM Criteria, Level 3.1 for adults and/or adolescents. Low-Intensity Residential Treatment services provide residential substance abuse treatment services designed to support individuals that need this residential service. The goal of low-intensity residential treatment is to prepare clients to become self-sufficient in the community. Adult residents typically work in the community and may pay a portion of their room and board.
  - 4.1.3.1. The Contractor may charge the client fees for room and board, in addition to the client's portion via the sliding fee scale, to the client's insurance charges, and to the Department for the remaining balance as outlined in Exhibit B, according to the guidelines below.

- 1. When the client's income is 0% to 138% of the Federal

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Poverty Level (FPL), the Contractor will not charge the client rent.

2. When the client's income is 139 to 149% of the Federal Poverty Level (FPL), the Contractor may charge the client up to \$8 per week.
3. When the client's income is 150% to 199% of the Federal Poverty Level (FPL), the Contractor may charge the client up to \$12 per week.
4. When the client's income is 200% to 249% of the Federal Poverty Level (FPL), the Contractor may charge the client up to \$25 per week.
5. When the client's income is 250% to 299% of the Federal Poverty Level (FPL), the Contractor may charge the client up to \$40 per week.
6. When the client's income is 300% to 349% of the Federal Poverty Level (FPL), the Contractor may charge the client up to \$57 per week.
7. When the client's income is 350% to 399% of the Federal Poverty Level (FPL), the Contractor may charge the client up to \$77 per week.

4.1.3.2. The Contractor shall hold in individual separate accounts 50% of the amount charged to the resident that will be returned to the resident at the time of discharge.

4.1.3.3. The Contractor shall maintain records to account for the client's contribution to room and board.

4.2. The Contractor shall submit for Department approval, within 30 days from the contract effective date, a list of the service components that comprise the substance use disorder treatment services including the frequency of those components for all services described above in Section 4.1, except for Outpatient Treatment in Section 4.1.1.

4.3. The Contractor shall submit for Department approval, within 30 days from the contract effective date, the evidenced based practices to be used for all services in Section 4.1.

4.4. The Contractor shall submit for Department approval, changes to service components in Section 4.2 and to evidence-based practices in Section 4.3, within 30 days prior to making the changes effective.

## 5. Crisis Services to Existing Clients or their Significant Others

5.1. The Contractor shall provide Crisis Services to existing clients or their significant others as follows:

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- 5.1.1. Provide Crisis Services, 24 hours per day, 7 days a week either in person or by telephone that:
  - 5.1.1.1. Assist individuals in addressing a current crisis related to their substance use disorder or the substance use disorder of a significant other;
  - 5.1.1.2. Provide counseling services to assist with client stabilization, assessment of client's psychological stability and risk for harming themselves or others and appropriate referral based on this assessment; and
  - 5.1.1.3. Refer clients to appropriate treatment and other resources in the client's service area.
  - 5.1.1.4. If a request for crisis services comes from an individual who is not a current client, that individual may be referred to the statewide crisis services provider.
- 5.1.2. Provide encounter notes in the client's health record.
- 5.1.3. Provide sufficient staffing to provide Crisis Services as described above at least during normal business hours defined as 8 am to 5 pm, Monday through Friday.
- 5.1.4. May refer clients to the Statewide Crisis Services hotline, after normal business hours.

5.2. The Contractor agrees that Crisis Services shall be considered individual outpatient services when the Crisis Service provided has the specific purpose of treating the individual's substance use disorder.

5.3. The Contractor agrees that Crisis Services shall be considered individual recovery support services (non-clinical) when the Crisis service provided has the purpose of reducing or removing a barrier to the client achieving or maintaining recovery without directly treating the substance use disorder.

## 6. Recovery Support Services

6.1. The Contractor shall provide Recovery Support Services such as:

6.1.1. Enhanced services remove barriers to a client's participation in treatment or recovery or reduce or remove threats to a client's maintaining participation in treatment and/or recovery such as transportation or child care.

6.1.1.1. Enhanced services include only direct services to the client such as providing transportation to treatment appointments or providing childcare while a client attends a treatment appointment.

6.1.1.2. Enhanced services do not include indirect costs such as marketing, staff training, or staff travel unless such expenses can be shown to be

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required in order to provide the enhanced service.

- 6.1.1.3. The Contractor shall submit for Department approval, within 30 days from the contract effective date, a list and a description of the direct services that will be provided under Enhanced Services.
- 6.1.2. Non-clinical services such as but not limited to parenting, job search, financial management, skills development, and paraprofessional counseling services by:
  - 6.1.2.1. A Certified Recovery Support Worker (CRSW) under the supervision of a Masters Licensed Alcohol and Drug Counselor (MLADC); or
  - 6.1.2.2. A Certified Recovery Support Worker (CRSW) under the supervision of a Licensed Alcohol and Drug Counselor (LADC) with a Licensed Clinical Supervisor (LCS); or
  - 6.1.2.3. A MLADC or LADC
  - 6.1.2.4. Submitting for Department approval, within 30 days from the contract effective date, the name and description of the activities/services to provide non-clinical services.

## 7. Enrolling Clients for Services

- 7.1. The Contractor shall complete Intake Screenings and ASAM Level of Care Assessments, as follows:
  - 7.1.1. Have direct contact (face to face communication by meeting in person, or electronically, or by telephone conversation) with an individual within two (2) business days from the date that individual (defined as a non-client, existing client, other provider, or any other person or entity) contacts the Contractor for Substance Use Disorder Treatment and Recovery Support Services.
  - 7.1.2. Complete an initial Intake Screening within two (2) business days from the date of the first direct contact with the individual, using the eligibility module in Web Information Technology System (WITS) to determine probability of being eligible for services under this contract and for probability of having a substance use disorder.
  - 7.1.3. Assess clients' income prior to admission using the WITS fee determination model and assure that clients' income information is updated as needed over the course of treatment by asking clients about any changes in income no less frequently than every 4 weeks.
  - 7.1.4. Complete an ASAM Level of Care Assessment for all services in Section 4, within two (2) days of the initial Intake Screening in (Section 7.1.2) using the ASI Lite module, in WITS or in another electronic medical/health record system, or an alternative assessment tool as directed by the Department, when the individual is determined probable of being eligible for services. .

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- 7.1.5. Make available to the Department upon request, the data from the ASAM Level of Care Assessment and in a format approved by the Department, when using an electronic medical/health record system other than WITS.
- 7.1.6. The Contractor shall complete a clinical evaluation of clients for services in Section 4, as follows:
- 7.1.6.1. Prior to admission as a part of interim services or within 3 days following admission, and during treatment only when determined by licensed clinician.
- 7.2. The Contractor shall determine client eligibility for services under this contract using the eligibility criteria as follows:
- 7.2.1. The individual's income must be below 400% of Federal Poverty Level (FPL);
- 7.2.2. The individual must be a resident of New Hampshire or homeless in New Hampshire;
- 7.2.3. The individual must be determined positive for a substance use disorder (as evidenced in their clinical evaluation, Section 7.1.6
- 7.2.4. The individual is eligible for services described in Section 4 as determined by the ASAM Level of Care Assessment (defined in Section 7.1.4) unless:
- 7.2.4.1. The client chooses to receive a service with a lower ASAM Level of Care; or
- 7.2.4.2. The service with the needed ASAM Level of Care is unavailable at the time the level of care is determined in Section 7.1.4, in which case the client may choose:
1. A service with a lower ASAM Level of Care;
  2. A service with the next available higher ASAM Level of Care;
  3. Be placed on the waitlist until their service with the assessed ASAM Level of Care becomes available as in Section 7.1.4; or
  4. Be referred to another agency in the client's service area that provides the service with the needed ASAM Level of Care.
- 7.3. The Contractor agrees to provide services to all eligible clients who:
- 7.3.1. Receive Medication Assisted Treatment services from other providers such as a client's primary care provider;
- 7.3.2. Have co-occurring mental health disorders; or
- 7.3.3. Are on medications and are taking those medications as prescribed regardless of the class of medication.

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7.4. The Contractor shall admit eligible clients for services according to the order of priority described below:

7.4.1. Pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame. If the contractor is unable to admit a pregnant woman for the needed level of care within 24 hours, the contractor shall:

7.4.1.1. Assist the pregnant woman with identifying alternative providers and with accessing services with these providers. This assistance must include actively reaching out to identify providers on the behalf of the client.

7.4.1.2. Provide interim services until the appropriate level of care becomes available at either the contractor agency or an alternative provider. Interim services shall include:

1. At least one 60 minute individual or group outpatient session per week;
2. Recovery support services as needed by the client;
3. Daily calls to the client to assess and respond to any emergent needs.

7.4.2. Individuals who have been administered Narcan to reverse the effects of an opioid overdose either in the 14 days prior to screening or in the period between screening and admission to the program.

7.4.3. Individuals with a history of injection drug use including the provision of interim services within 14 days.

7.4.4. Individuals with substance use and co-occurring mental health disorders.

7.4.5. Individuals with Opioid Use Disorders.

7.4.6. Veterans with substance use disorders

7.4.7. Individuals with substance use disorders who are involved with the criminal justice system.

7.4.8. Individuals who require priority admission at the request of the Department.

7.5. The Contractor shall obtain consent from individuals prior to providing services as follows:

7.5.1. For individuals whose age is 12 and older, the Contractor is required to obtain consent from the individual themselves; or

7.5.2. For individuals whose age is under 12, the Contractor is required to obtain consent from the individual's parent or legal guardian.

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**8. Waitlist**

- 8.1. The Contractor shall place an eligible individual on a statewide waitlist in WITS when the service with the appropriate ASAM Level of Care (as defined in 7.1.4) is not available for the client at the time of screening as in Section 7.2.4.2.
  - 8.1.1. The Contractor shall keep the client's information up to date on the statewide waitlist.
  - 8.1.2. The Contractor shall notify the Department within 30 days from the effective date of the contract, with the name of the staff person who is responsible to monitoring and maintaining the waitlist.
  - 8.1.3. The Contractor shall monitor the waitlist and ensure that clients begin services as soon as possible either under this contract or by a referral to an agency that has an earlier available opening as follows:
    - 8.1.3.1. Anytime a client contacts the agency for a service and that service is not available within 2 business days of contact, they must be immediately added to the agency's waitlist and to the waitlist of other agencies as appropriate.
    - 8.1.3.2. Anytime a client is getting ready to move to a new level of care that will not be provided by the current provider or for which the current provider has a waitlist, the provider shall add the client to the waitlist of other appropriate agencies.
    - 8.1.3.3. Anytime a client is added to the waitlist of another agency, the provider shall complete consent in WITS to allow the agency the client is being referred to review client information in WITS.
    - 8.1.3.4. Every business day, the staff member identified in 8.1.2 shall review pending clients from outside agencies to accept, reject or delete the client as appropriate.
    - 8.1.3.5. Every business day, the staff member identified in 8.1.2 shall review their agency waitlist to ensure that any clients who were on the agency waitlist who are no longer on the waitlist due to admission, inaccessibility, etc. have been removed from the waitlist.
  - 8.1.4. The Contractor shall provide a client on the waitlist interim services, defined as recovery support services or services with a lower ASAM Level of Care, under this contract or by referral to an agency that has an earlier available opening in the client's service area.

**9. Client Fees and Assistance with Enrolling in Insurance Programs**

- 9.1. The Contractor agrees to collect allowable fees from clients and to assist them with enrolling in private or public insurance programs when appropriate, as follows:

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- 9.1.1. Agrees to using the Sliding Fee Scale and charging the client for their share for services in accordance with Exhibit B.
  - 9.1.2. Agrees not to delay a client's admittance into a Substance Use Disorder Treatment and Recovery Support Services program for services due to a client's inability to immediately pay his or her share of the allowable fees (in accordance with Exhibit B) or pending an insurer's payment
  - 9.1.3. Agrees to assist clients, who are unable to secure financial resources necessary for initial entry into the program, with obtaining other potential sources such as:
    - 9.1.3.1. Assess the client's appropriateness for enrollment in public or private insurance, including but not limited to Medicaid and New Hampshire Health Protection Program, and assist the client in enrolling in an appropriate public or private insurance program; and/or
    - 9.1.3.2. Complete assistance at or before intake, but no later than 14 days after intake.
    - 9.1.3.3. Develop payment plans.
    - 9.1.3.4. Document the assistance in Section 9.1.3 in a progress note.
  - 9.2. The Contractor may discontinue services for a client who does not pay their share of the allowable fee(s), only after working with the client as described in Section 9.1.3.
  - 9.3. The Contractor shall provide clients with copies of their individual financial accounts, upon the clients' request.

**10. Service Delivery Activities and Requirements**

- 10.1. The Contractor shall assess all clients for risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge based on policies and process approved by the Department within thirty (30) days from the contract effective date.
- 10.2. The Contractor shall assess all clients for withdrawal risk based on ASAM (2013) standards at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and stabilize all clients based on ASAM (2013) guidance and shall:
  - 10.2.1. Provide stabilization services when a client's level of risk indicates a service with an ASAM Level of Care that can be provided under this Contract; If a client's risk level indicates a service with an ASAM Level of Care that can be provided under this contract, then the Contractor shall integrate withdrawal management into the client's treatment plan and provide on-going assessment of withdrawal risk to ensure that withdrawal is managed safely.

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- 10.2.2. Refer clients to a facility where the services can be provided when a client's risk indicates a service with an ASAM Level of Care that is higher than can be provided under this Contract; Coordinate with the withdrawal management services provider to admit the client to an appropriate service once the client's withdrawal risk has reached a level that can be provided under this contract. and
- 10.3. The Contractor shall complete treatment plans for all clients based on clinical evaluation data within 3 days of the clinical evaluation (defined in Section 7.1.6) and must address all ASAM (2013) domains and shall:
- 10.3.1. Be updated based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent;
- 10.3.1. Have Treatment plan goals, objectives, and interventions written in terms that are specific, measurable, attainable, realistic and timely;
- 10.3.2. Evidence the client's involvement in identifying, developing, and prioritizing goals, objectives, and interventions.
- 10.4. The Contractor shall provide case management to clients that includes, at a minimum, coordination or care with Medication Assisted Treatment, physical, behavioral health, and peer recovery support providers as applicable with the client's:
- 10.4.1. Primary care provider and if the client does not have a primary care provider, the Contractor will make an appropriate referral to one and coordinate care with that provider.
- 10.4.2. Behavioral health care provider when serving clients with co-occurring substance use and mental health disorders, and if the client does not have a mental health care provider, then the Contractor will make an appropriate referral to one and coordinate care with that provider.
- 10.4.3. Medication assisted treatment provider.
- 10.4.4. Peer recovery support provider, and if the client does not have a peer recovery support provider, the Contractor will make an appropriate referral to one and coordinate care with that provider. Such coordination will include actively coordinating with local recovery community organizations (where available) to bring peer recovery support providers into the treatment setting to meet with clients to describe available services and engage clients in peer recovery support services as applicable.
- 10.5. The Contractor shall submit for Department approval within thirty (30) days from the contract effective date, the policies and procedures for coordination of care described in in Section 10.4

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- 10.6. The Contractor will make continuing care, transfer, and discharge for all Services in Section 4. . The Contractor shall decisions based on ASAM (2013) criteria and complete continuing of care, transfer and discharge plans that address all ASAM (2013) domains as follows:
- 10.6.1. Begin the process of discharge/transfer planning at the time of the client's intake to the program.
  - 10.6.2. Review the 3 criteria for continuing services or the 4 criteria for transfer/discharge, when addressing continuing care or discharge/transfer that include:
    - 10.6.2.1. Continuing Service Criteria A: The patient is making progress, but has not yet achieved the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his or her treatment goals; or
    - 10.6.2.2. Continuing Service Criteria B: The patient is not yet making progress, but has the capacity to resolve his or her problems. He/she is actively working toward the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his/her treatment goals; and /or
    - 10.6.2.3. Continuing Service Criteria C: New problems have been identified that are appropriately treated at the present level of care. The new problem or priority requires services, the frequency and intensity of which can only safely be delivered by continued stay in the current level of care. The level of care which the patient is receiving treatment is therefore the least intensive level at which the patient's problems can be addressed effectively
    - 10.6.2.4. Transfer/Discharge Criteria A: The Patient has achieved the goals articulated in the individualized treatment plan, thus resolving the problem(s) that justified admission to the present level of care. Continuing the chronic disease management of the patient's condition at a less intensive level of care is indicated; or
    - 10.6.2.5. Transfer/Discharge Criteria B: The patient has been unable to resolve the problem(s) that justified the admission to the present level of care, despite amendments to the treatment plan. The patient is determined to have achieved the

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maximum possible benefit from engagement in services at the current level of care. Treatment at another level of care (more or less intensive) in the same type of services, or discharge from treatment, is therefore indicated; or

10.6.2.6. Transfer/Discharge Criteria C: The patient has demonstrated a lack of capacity due to diagnostic or co-occurring conditions that limit his or her ability to resolve his or her problem(s). Treatment at a qualitatively different level of care or type of service, or discharge from treatment, is therefore indicated; or

10.6.2.7. Transfer/Discharge Criteria D: The patient has experienced an intensification of his or her problem(s), or has developed a new problem(s), and can be treated effectively at a more intensive level of care.

10.6.3. The Contractor shall maintain clear documentation that explains why continued services are necessary for Recovery Support Services.

10.7. The Contractor will ensure educational information is provided to clients in all programs on HCV/HIV/TB & STD's as evidenced by inclusion in programming.

10.8. The Contractor shall deliver services using evidence based practices as demonstrated by meeting one of the following criteria in Section 2.6.

10.9. The Contractor shall deliver services in this Contract in accordance with:

10.9.1. The ASAM Criteria (2013). The ASAM Criteria (2013) can be purchased online through the ASAM website at: <http://www.asamcriteria.org/>

10.9.2. The Substance Abuse Mental Health Services Administration (SAMHSA) Treatment Improvement Protocols (TIPs) available at <http://store.samhsa.gov/list/series?name=TIP-Series-Treatment-Improvement-Protocols-TIPS->

10.9.3. The SAMHSA Technical Assistance Publications (TAPs) available at <http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1>

10.9.4. The Requirements in Exhibit K.

**11. Continuous Recovery Monitoring**

11.1. The Contractor shall provide Continuous Recovery Monitoring services to clients by providing on-going contact with a client following discharge from the program as follows:

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- 11.1.1. Attempt to contact each client a minimum of three (3) times over the course of one week by telephone at a reasonable time when the client would normally be available.
- 11.1.2. Provide to the Department within 30 days of the contract effective date, the policies and procedures in place for at least one completed biweekly contact as in Sections 11.1.3 through 11.1.8, by telephone or face to face, with the client following discharge. Contact clients at least bi-weekly and no less frequently than:
  - 11.1.2.1. 3 months post-discharge which is defined as 60 to 120 days from the last treatment service.
  - 11.1.2.2. 6 months post-discharge which is defined as 150 to 210 days from the last treatment service.
  - 11.1.2.3. 12 months post-discharge which is defined as 330 to 390 days from the last treatment service.
- 11.1.3. Inquire on the status of each client's recovery.
- 11.1.4. Identify any client needs.
- 11.1.5. Assist the client with addressing the needs identified in Section 11.1.4.
- 11.1.6. Provide early intervention to clients who have relapsed or whose recovery is at risk, as identified in Section 11.1.4, and record the same.
- 11.1.7. Include assessment of the National Outcomes Measures (NOMS) based client outcomes in WITS.
- 11.1.8. Complete the Client Follow-Up in WITS within 3 days of each completed contact.
- 11.2. The Contractor shall comply with performance of Exhibit A, Section 11.1.2, as follows:
  - 11.2.1. Twenty-five percent (25%) of discharged clients shall be contacted three (3) months after discharge.
  - 11.2.2. Ten percent (10%) of discharged clients shall be contacted (6) months after discharge.
  - 11.2.3. Five percent (5%) of discharged clients shall be contacted twelve (12) months after discharge.

**12. Tobacco Cessation**

- 12.1. The Contractor shall offer tobacco cessation tools and education to all eligible clients receiving services in this contract as follows:
  - 12.1.1. Asses clients for motivation in stopping the use of tobacco products;

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- 12.1.2. Offer resources such as but not limited to the Department's Tobacco Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the Quit Line; and
- 12.1.3. Shall not use tobacco use, in and of itself, as grounds for discharging clients from services being provided under this contract.

**13. Tobacco Free Environment**

- 13.1. The Contractor shall have policies and procedures that create a tobacco-free environment. At a minimum these policies shall:
  - 13.1.1. Include the smoking of any tobacco product, the use of oral tobacco products or "spit" tobacco, and the use of electronic devices;
  - 13.1.2. Apply to employees, clients and employee or client visitors;
  - 13.1.3. Prohibit the use of tobacco products within the contractor's facilities at any time.
  - 13.1.4. Prohibit the use of tobacco in any contractor owned vehicle.
  - 13.1.5. Include whether or not use of tobacco products is prohibited outside of the facility on the grounds.
  - 13.1.6. If use of tobacco products is allowed outside of the facility on the grounds:
    - 13.1.6.1. There shall be a designated smoking area(s) which is located at least 20 feet from the main entrance.
    - 13.1.6.2. There shall be a designated smoking area(s) which is located at least 20 feet from the main entrance.
    - 13.1.6.3. All materials used for smoking in this area, including cigarette butts and matches, will be extinguished and disposed of in appropriate containers.
    - 13.1.6.4. Contractors will ensure periodic cleanup of the designated smoking area.
    - 13.1.6.5. If the designated smoking area is not properly maintained, it can be eliminated at the discretion of the contractor.
  - 13.1.7. Prohibit tobacco use in any company vehicle.
  - 13.1.8. Prohibit tobacco use in personal vehicles when transporting people on authorized business.
  - 13.1.9. Post the tobacco free environment policy in the contractor's facilities and vehicles and included in employee, client, and visitor orientation.

**14. Resiliency and Recovery Oriented System of Care (RROSC)**

- 14.1. The Contractor shall engage in and promote a Resiliency and Recovery Oriented



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System of Care (RROSC) at a minimum:

- 14.1.1. Provide families and communities with education around Substance Use Disorders Treatment and Recovery Support Services;
- 14.1.2. Work with the Department's regional public health networks in order to reduce stigma associated with substance misuse and increase collaboration between prevention, treatment, and community supports.

**15. Service Management and Monitoring**

- 15.1. The Contractor shall maintain a consistent service capacity for Substance Use Disorder Treatment and Recovery Support Services statewide by:
  - 15.1.1. Monitoring its individual capacity to consistently and evenly deliver these services; and
  - 15.1.2. Monitoring and managing the utilization levels of care and service array required under this contract throughout the contract period.
  - 15.1.3. No less than monthly, the Contractor shall monitor the percentage of the contract funding expended relative to the percentage of the contract period that has elapsed. If there is a difference of more than 10% between expended funding and elapsed time on the contract the contractor shall notify the Department within 5 days and submit a plan for correcting the discrepancy within 10 days of notifying the Department.
  - 15.1.4. Beginning on July 1, 2016 and continuing every three months thereafter, the Department shall review the Contractor's utilization as described in Section 15.1.3 above. If the Contractor's expended funding is more than 25% below the elapsed time on the contract, the Department may amend the contract to reduce the overall price limitation.

**16. Service Area**

- 16.1. The Contractor will provide services described in this Scope of Work to any eligible client, regardless of where the client lives or works in New Hampshire.

**17. Residential Facilities License**

- 17.1. The Contractor shall submit for Department approval within 15 days of the effective date of the Contract and 30 days prior to any effective changes, the name of the location(s) and address(es) where residential services will be provided to clients under this Contract.
- 17.2. The Contractor will ensure that the facilities where residential services are delivered meet all applicable standards, as required by the Department's Bureau of Health Facilities Administration.
- 17.3. The Contractor shall provide to the Department a copy of the required facility

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license, in Section 17.1 within 30 days of the contract effective date and then within 30 days after the newly issued license.

**18. Staffing Requirements**

- 18.1. The Contractor shall meet the minimum staffing requirements as follows:
  - 18.1.1. At least one Masters Licensed Alcohol and Drug Counselor (MLADC) or Licensed Alcohol and Drug Counselor (LADC) who also holds the Licensed Clinical Supervisor (LCS) credential;
  - 18.1.2. At least one MLADC or Licensed Alcohol and Drug Counselor (LADC) for every two unlicensed counselors providing clinical services;
  - 18.1.3. A sufficient number of:
    - 18.1.3.1. MLADCs to adequately provide for staff clinical supervision; and/or
    - 18.1.3.2. A sufficient number of LADCs with the LCS (Licensed Clinical Supervisor) credential to adequately provide for staff clinical supervision; and
    - 18.1.3.3. At least one Certified Recovery Support Worker (CRSW) for every 50 clients or portion thereof.
- 18.2. The Contractor shall utilize CRSWs to provide treatment services within their scope of practice as defined by New Hampshire Administrative Rule Title XXX, Chapter 330-C, Section 13.
- 18.3. Unlicensed staff providing clinical or recovery support services must hold a CRSW within 6 months of hire or effective date of this contract, whichever is later.
- 18.4. Have policies and procedures related to student interns to address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract, including but not limited to:
  - 18.4.1. The Contractor shall base intern responsibilities and caseloads on student learning needs and school requirements and shall not utilize interns as adjunct staff to meet the staffing needs of the Contractor.
  - 18.4.2. Have student interns complete an approved ethics course prior to beginning their internship.
  - 18.4.3. Provide ongoing clinical supervision that includes:
    - 18.4.4. Weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress;
    - 18.4.5. Group supervision to help optimize the learning experience, when enough candidates are under supervision;
    - 18.4.6. Content that covers the:

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- 18.4.6.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee, and that covers;
  - 18.4.6.2. The core functions as described in the Twelve Core Functions of Alcohol and Drug Counseling, available at <http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171>; and
  - 18.4.6.3. The standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics.
- 18.5. The Contractor shall notify the Department, in writing of changes in key personnel and provide, within five (5) business days to the Department, updated resumes that clearly indicate the staff member is employed by the Contractor. Key personnel are those staff for whom at least 10% of their work time is spent providing alcohol or other drug abuse treatment services.
  - 18.6. The Contractor shall notify the Department in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. The Contractor shall provide a copy of the resume of the employee, which clearly indicates the staff member is employed by the Contractor, with the notification.
  - 18.7. The Contractor shall notify the Department in writing and submit a corrective action plan for Department approval within 14 days, when staffing does not meet the requirements defined in 18.1 through 18.4.
  - 18.8. The Contractor shall provide in-service training to all staff involved in client care within 15 days of the contract effective date or the staff person's start date, if after the contract effective date, and at least every 90 days thereafter on the following:
    - 18.8.1. The contract requirements;
    - 18.8.2. Requirements in Exhibit K;
    - 18.8.3. SAMHSA Substance Abuse Prevention and Treatment Block Grant requirements relative to treatment services using a checklist provided by the Department; and
    - 18.8.4. All other relevant policies and procedures provided by the Department.
  - 18.9. The Contractor shall provide in-service training or ensure attendance at an approved training by the Department to clinical staff on HCV/HIV/TB & STD's annually. The contractor shall provide the Department with a list of staff attending an in-service training or Certificates of Attendance.
  - 18.10. The Contractor shall provide suitable office, treatment, and meeting space that

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complies with all fire, health, and safety codes and is handicapped and wheelchair accessible.

## 19. Web Information Technology System

- 19.1. The Contractor shall use the Web Information Technology System to record all encounter notes such as client activity and client contact within (3) days following the activity or contact including but not limited to: screening, fee determination, admission, billing, disenrollment, and discharge data.
- 19.2. The Contractor agrees that all encounter notes will include a record of the clinical content of the session. Encounter notes will be oriented track to client's progress with specific treatment goals.

## 20. Quality Assurance

- 20.1. The Contractor shall participate in all quality improvement activities requested by the Department such as, but not limited to:
  - 20.1.1. Submission of monthly, web based contract compliance reports no later than the 10<sup>th</sup> day of the month following the reporting month;
  - 20.1.2. Participation in electronic and in-person client record reviews;
  - 20.1.3. Participation in site visits;
  - 20.1.4. Reporting on National Outcome Measures (NOMs) data in WITS for:
    - 20.1.4.1. 100% of all clients at admission;
    - 20.1.4.2. 100% of all clients who are discharged because they have completed treatment or transferred to another program;
    - 20.1.4.3. 50% of all clients who are discharged for reasons other than those specified above in Section 20.1.4.2;
    - 20.1.4.4. 25% of all clients who are 3 months post-discharge as defined in Section 11.1.2.1;
    - 20.1.4.5. 10% of all clients who are 6 months post-discharge as defined in Section 11.1.2.2;
    - 20.1.4.6. 5% of all clients who are 12 months post-discharge as defined in Section 11.1.2.3;
    - 20.1.4.7. The above NOMs reporting requirements are minimum requirements and the Contractor shall attempt to achieve greater reporting results when possible.
  - 20.1.5. Participation in training and technical assistance activities as directed by the Department, including but not limited to the ASAM Community of Practice developed by the Center for Excellence (the Department's Drug



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and Alcohol Services Technical Assistance Contractor).

**21. Performance Incentives**

21.1. The Contractor agrees that up to six (6) percent of the contract's maximum price limitation in Box 1.8 of the General Provision, Form P-37 will be reserved by the Department for performance incentives, except when there is a priority to pay for services. The Contractor agrees to the Department using all or some of the reserved funding to continue to pay for services when the Contractor has been reimbursed for at least 94% of the contract's price limitation for services.

21.1.1. The Contractor is eligible for incentive payments when successfully meeting the performance criteria in Section 21.1.2 and when there is available funding as in Section 21.1 at the time the Contractor meets the performance criteria.

21.1.2. The Contractor's performance criteria and incentive payments are as follows:

Performance Criteria	Incentive Payment
Access to Services: for each client who screens eligible for services and starts receiving services, other than evaluation, whether for the identified service for the ASAM Level of Care or interim services, within 10 business days following the eligibility screening.	The Contractor will receive an incentive payment of \$75.00
Completion: for each client who is discharged from the program because they have completed treatment or transferred to another treatment provider as recorded in the Discharge Type field of the WITS Discharge Module.	The Contractor will receive an incentive payment of \$75.00
Client Outcomes: for each client who was discharged from the program and meets at least 3 of the Outcome Criteria (in Section 21.1.2.1) in the 3 <sup>rd</sup> and/or 6 <sup>th</sup> month post-discharge, as evidenced by the WITS Follow-Up Module.	The Contractor will receive an incentive payment of \$50.00
Client Outcomes: for each client who was discharged from the program and meets at least 3 of the Outcome Criteria (below in Section 12.1.2.1) in the 12 <sup>th</sup> month post-discharge, as evidenced by the WITS Follow-Up Module.	The Contractor will receive an incentive payment of \$100.00

21.1.2.1. The Contractor agrees to the post discharge outcome criteria as follows:

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1. Abstinence: The client reports reduced or no substance use in the past 30 days prior to the contact.
2. Employment/Education: The client reports increased or retained employment or the client reports returning to or staying in school at the time of contact.
3. Crime and Criminal Justice: The client reports no arrests in the past 30 days prior to contact.
4. Stability in Housing: The client reports being in stable housing defined as not homeless or at risk of being homeless, at the time of contact.
5. Social Connectedness: The client reports engagement in Recovery Support Services, Care Coordination, and/or Community Based Support Groups in the past 30 days prior to contact.

21.1.2.2. The Contractor agrees that Performance Incentives will be calculated and paid on a monthly basis for clients meeting criteria in the previous month.

21.1.2.3. The Contractor may submit screening disposition data for all clients, regardless of payer source, at 6 months and 12 months from the contract effective date.

1. The Contractor may receive \$1,000 for each submission (if funding is available in the contract at the time the Contractor submits the data, with priority of funding being for services). Screening disposition data must include:
  - a. Total number of clients screened for services
  - b. Number of client screened appropriate for services
  - c. Number of clients engaging in services who's payer was:
    - i. This contract
    - ii. New Hampshire Health Protection Plan
    - iii. New Hampshire Medicaid
    - iv. Medicare
    - v. Private Insurance
    - vi. Self-Pay

**22. Liquidated Damages**

22.1. The Contractor and the Department agree that the Web Information Technology System (WITS) shall be the source of record with data polls beginning



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September 1, 2016 and every 5 months thereafter.

- 22.2. The Contractor and the Department agree that it will be extremely impracticable and difficult to determine actual damages that the Department will sustain in the event that the vendor fails to maintain the required performance standards in Section 11.2, throughout the life of the contract. Any breach by the Contractor will delay and disrupt the Department's operations and obligations and lead to significant damages. Therefore, the parties agree that the liquidated damages as specified in the sections below are reasonable.
- 22.3. Assessment of liquidated damages shall be in addition to, not in lieu of, such other remedies as may be available to the Department. Except and to the extent expressly provided herein, the Department shall be entitled to recover liquidated damages cumulatively under each section applicable to any given incident.
- 22.4. The Department shall make all assessments of liquidated damages. Should the Department determine that liquidated damages may, or will be assessed; the Department shall notify the Contractor as specified in Section 23, Notifications and Remedies for Liquidated Damages, below.
- 22.5. The Contractor shall submit a written Corrective Action Plan to the Department within five (5) business days of receiving notification as specified in Section 23, Notifications and Remedies for Liquidated Damages., for review and approval prior to implementation of the corrective action plan.
- 22.6. The Contractor agrees that as determined by the Department, failure to provide services that meet the performance standards in Section 11.2 shall result in in liquidated damages as specified in Section 23, Notifications and Remedies for Liquidated Damages. The Department's decision to assess liquidated damages must be reasonable, based in fact and made in good faith.
- 22.7. The remedies specified in Section 23, Notifications and Remedies for Liquidated Damages, shall apply until the failure is cured or resulting dispute is resolved in the Contractor's favor.
- 22.8. Liquidated damages in the amount of \$2,500 for failure to meet all three of the performance measures in Section 11.2, except for Section 11.2.1 the liquidated damage shall be assessed when the percentage falls below 15%, at the time specified in Section 22.1.
- 22.9. The Department will deduct the amount of liquidated damages being assessed from the amount the Department owes on the monthly billing submitted to the Department after the assessment of liquidated damages.
- 22.10. The amount of liquidated damages assessed by the Department to the Contractor shall not exceed the price limitation in Form P-37, General Provisions, block 1.8, Price Limitation.

**23. Notifications and Remedies for Liquidated Damages**

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- 23.1. Prior to the imposition of liquidated damages or any other remedies under this Contract, including termination for breach, the Department shall issue written notice of remedies that shall include, as applicable:
- 23.1.1. A citation to the Contract provision violated.
  - 23.1.2. The remedies to be applied and the date the remedies shall be imposed.
  - 23.1.3. The basis for the Department's determination that the remedies shall be imposed.
  - 23.1.4. A request for a Corrective Action Plan.
  - 23.1.5. The timeframe and procedure for the Contractor to dispute the Department's determination. The Contractor's dispute of liquidated damages or remedies shall not stay the effective date of the proposed liquidated damages or remedies.
  - 23.1.6. If the failure is not resolved within the cure period, liquidated damages may be imposed retroactively to the date of failure to perform and continue until the failure is cured or any resulting dispute is resolved in the Contractor's favor.
- 23.2. In connection with any action taken or decision made by the Department with respect to this Contract, within ninety (90) days following the action or decisions, the Contractor may protest such action or decision by the delivery of a notice of protest to the Department and by which the Contractor may protest said action or decision and/or request an informal hearing with the Director of the Bureau of Drug and Alcohol Services.
- 23.2.1. The Contractor shall provide the Department with an explanation of its position protesting the Department's action or decision.
  - 23.2.2. The Director shall determine a time that is mutually agreeable to the parties during which they may present their views on the disputed issues. It is understood that the presentation and discussion of the disputed issues will be informal in nature.
  - 23.2.3. The Director shall provide written notice of the time, format and location of the presentation.
  - 23.2.4. At the conclusion of the presentations, the Director shall consider all evidence and shall render a written recommendation as soon as practicable, but in no event more than thirty (30) days after the conclusion of the presentation.
  - 23.2.5. The Director may appoint a designee to hear and determine the matter.

**24. State and Federal Requirements**

- 24.1. If there is any error, omission, or conflict in the requirements listed below, the

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applicable Federal, State, and Local regulations, rules and requirements shall control. The requirements specified below are provided herein to increase the Contractor's compliance.

- 24.2. The Contractor agrees to the following state and/or federal requirements for Program requirements for specialty treatment for pregnant and parenting women:
  - 24.2.1. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.
  - 24.2.2. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.
  - 24.2.3. The program provides or arranges for primary medical care for women who are receiving substance abuse services, including prenatal care.
  - 24.2.4. The program provides or arranges for child care with the women are receiving services.
  - 24.2.5. The program provides or arranges for primary pediatric care for the women's children, including immunizations.
  - 24.2.6. The program provides or arranges for gender-specific substance abuse treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, and parenting.
  - 24.2.7. The program provides or arranges for therapeutic interventions for children in custody of women in treatment which may, among other things, address the children's developmental needs and their issues of sexual abuse, physical abuse, and neglect.
  - 24.2.8. The program provides or arranges for sufficient case management and transportation services to ensure that the women and their children have access to the services described above.
  - 24.2.9. Arrange for means activities to assist the client in finding and engaging in a service, which may include, but is not limited to helping the client to locate an appropriate provider, referring clients to the needed service provider, setting up appointments for clients with those providers, and assisting the client with attending appointments with the service provider.
- 24.3. The Contractor agrees to the following state and federal requirements for all programs in this Contract as follows:
  - 24.3.1. Within 7 days of reaching 90% of capacity, the program notifies the state that 90% capacity has been reached.
  - 24.3.2. The program admits each individual who requests and is in need of treatment for intravenous drug abuse not later than:
    - 24.3.2.1. 14 days after making the request; or
    - 24.3.2.2. 120 days if the program has no capacity to admit the individual on the date of the request and, within 48 hours after the request,



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the program makes interim services available until the individual is admitted to a substance abuse treatment program

24.3.3. The program offers interim services that include, at a minimum, the following:

24.3.3.1. Counseling and education about HIV and Tuberculosis (TB), the risks of needle-sharing, the risks of transmission to sexual partners and infants, and steps that can be taken to ensure that HIV and TB transmission does not occur

24.3.3.2. Referral for HIV or TB treatment services, if necessary

24.3.3.3. Individual and/or group counseling on the effects of alcohol and other drug use on the fetus for pregnant women and referrals for prenatal care for pregnant women

24.3.4. The program has established a waiting list that includes a unique patient identifier for each injecting drug abuser seeking treatment, including patients receiving interim services while awaiting admission.

24.3.5. The program has a mechanism that enables it to:

24.3.5.1. Maintain contact with individuals awaiting admission

24.3.5.2. Admit or transfer waiting list clients at the earliest possible time to an appropriate treatment program within a service area that is reasonable to the client.

24.3.5.3. The program takes clients awaiting treatment off the waiting list only when one of the following conditions exist:

1. Such persons cannot be located for admission into treatment; or

2. Such persons refuse treatment.

24.3.6. The program carries out activities to encourage individuals in need of treatment services to undergo treatment by using scientifically sound outreach models such as those outlined below or, if no such models are applicable to the local situation, another approach which can reasonably be expected to be an effective outreach method.

24.3.7. The program has procedures for:

24.3.7.1. Selecting, training, and supervising outreach workers.

24.3.7.2. Contacting, communicating, and following up with high-risk substance abusers, their associates, and neighborhood residents within the constraints of Federal and State confidentiality requirements.

24.3.7.3. Promoting awareness among injecting drug abusers about the relationship between injecting drug abuse and communicable

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- diseases such as HIV.
- 24.3.7.4. Recommending steps that can be taken to ensure that HIV transmission does not occur.
- 24.3.8. The program directly, or through arrangements with other public or non-profit private entities, routinely makes available the following TB services to each individual receiving treatment for substance abuse:
- 24.3.8.1. Counseling the individual with respect to TB.
- 24.3.8.2. Testing to determine whether the individual has been infected with mycobacteria TB to determine the appropriate form of treatment for the individual.
- 24.3.8.3. Providing for or referring the individuals infected by mycobacteria TB appropriate medical evaluation and treatment.
- 24.3.9. For clients denied admission to the program on the basis of lack of capacity, the program refers such clients to other providers of TB services.
- 24.3.10. The program has implemented the infection control procedures that are consistent with those established by the Department to prevent the transmission of TB and that address the following:
- 24.3.10.1. Screening patients and identification of those individuals who are at high risk of becoming infected.
- 24.3.10.2. Meeting all State reporting requirements while adhering to Federal and State confidentiality requirements, including 42 CFR part 2.
- 24.3.10.3. Case management activities to ensure that individuals receive such services.
- 24.3.10.4. The program reports all individuals with active TB as required by State law and in accordance with Federal and State confidentiality requirements, including 42 CFR part 2.
- 24.3.11. The program gives preference in admission to pregnant women who seek or are referred for and would benefit from Block Grant funded treatment services. Further, the program gives preference to clients in the following order:
- 24.3.11.1. To pregnant and injecting drug users first.
- 24.3.11.2. To other pregnant substance users second.
- 24.3.11.3. To other injecting drug users third.
- 24.3.11.4. To all other individuals fourth.
- 24.3.12. The program refers all pregnant women to the State when the program has insufficient capacity to provide services to any such pregnant



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- women who seek the services of the program.
- 24.3.13. The program makes available interim services within 48 hours to pregnant women who cannot be admitted because of lack of capacity.
- 24.3.14. The program makes continuing education in treatment services available to employees who provide the services.
- 24.3.15. The program has in effect a system to protect patient records from inappropriate disclosure, and the system:
- 24.3.15.1. Is in compliance with all Federal and State confidentiality requirements, including 42 CFR part 2.
  - 24.3.15.2. Includes provisions for employee education on the confidentiality requirements and the fact that disciplinary action may occur upon inappropriate disclosure.
- 24.3.16. The program does not expend SAPT Block Grant funds to provide inpatient hospital substance abuse services, except in cases when each of the following conditions is met:
- 24.3.16.1. The individual cannot be effectively treated in a community-based, non-hospital, residential program.
  - 24.3.16.2. The daily rate of payment provided to the hospital for providing the services does not exceed the comparable daily rate provided by a community-based, non-hospital, residential program.
  - 24.3.16.3. A physician makes a determination that the following conditions have been met:
    - 1. The primary diagnosis of the individual is substance abuse and the physician certifies that fact.
    - 2. The individual cannot be safely treated in a community-based, non-hospital, residential program.
    - 3. The service can be reasonably expected to improve the person's condition or level of functioning.
    - 4. The hospital-based substance abuse program follows national standards of substance abuse professional practice.
    - 5. The service is provided only to the extent that it is medically necessary (e.g., only for those days that the patient cannot be safely treated in community-based, non-hospital, residential program.)
- 24.3.17. The program does not expend Substance Abuse Prevention and Treatment (SAPT) Block Grant funds to purchase or improve land;



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- purchase, construct, or permanently improve (other than minor remodeling) any building or other facility; or purchase major medical equipment.
- 24.3.18. The program does not expend SAPT Block Grant funds to satisfy and requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds.
- 24.3.19. The program does not expend SAPT Block Grant funds to provide financial assistance to any entity other than a public or nonprofit private entity.
- 24.3.20. The program does not expend SAPT Block Grant funds to make payments to intended recipients of health services.
- 24.3.21. The program does not expend SAPT Block Grant funds to provide individuals with hypodermic needles or syringes.
- 24.3.22. The program does not expend SAPT Block Grant funds to provide treatment services in penal or corrections institutions of the State.
- 24.3.23. The program uses the Block Grant as the "payment of last resort" for services for pregnant women and women with dependent children, TB services, and HIV services and, therefore, makes every reasonable effort to do the following:
- 24.3.24. Collect reimbursement for the costs of providing such services to persons entitled to insurance benefits under the Social Security Act, including programs under title XVIII and title XIX; any State compensation program, any other public assistance program for medical expenses, any grant program, any private health insurance, or any other benefit program.
- 24.3.25. Secure from patients of clients payments for services in accordance with their ability to pay.
- 24.4. The Contractor shall comply with all relevant state and federal laws such as but not limited to:
- 24.4.1. The Contractor shall, upon the direction of the State, provide court-ordered evaluation and a sliding fee scale (in Exhibit B) shall apply and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals.
- 24.4.2. The Contractor shall comply with the legal requirements governing human subject's research when considering research, including research conducted by student interns, using individuals served by this contract as subjects. Contractors must inform and receive the Department's approval prior to initiating any research involving subjects or participants related to this contract. The Department reserves the right, at its sole discretion, to reject any such human subject research requests.



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24.4.3. Contractors shall comply with the Department's Sentinel Event Reporting Policy.



Exhibit B

**Method and Conditions Precedent to Payment**

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, of the General Provisions, for the services provided by the Contractor pursuant to Exhibit A.
2. This Agreement is funded by:
  - 2.1. New Hampshire General Funds;
  - 2.2. Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment Funds;
  - 2.3. Federal Funds from the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959); and
  - 2.4. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements.
3. The Contractor agrees to be reimbursed for services listed in Exhibit B-1 on a fee for service basis, unless otherwise stated. The Contractor agrees the fees for services are all-inclusive rates to deliver the services and to meet all requirements in Exhibit A.
4. Method for Charging Services under this Contract
  - 4.1. The Contractor agrees to:
    - 4.1.1. Directly bill and receive payments for services provided under this contract from public and private insurance plans, the clients, and the Department;
    - 4.1.2. Assuring a billing and payment system that enables expedited processing to the greatest degree possible so that a client's admittance into the program is not unduly delayed, and overpayments are immediately refunded.
    - 4.1.3. Maintaining an accurate accounting and records for all services billed, payments received and overpayments (if any) refunded.
  - 4.2. The Contractor agrees to determine and charge for services provided to an eligible client under this contract, as follows:
    - 4.2.1. The Contractor shall charge up to the Contract Rate, in Exhibit B-1, by first charging the client's private insurance when the insurers' rates are at or lower than the Contract Rate.
    - 4.2.2. The Contractor shall charge the client according to a Sliding fee scale, in Section 8, when the Contractor determines or anticipates that the private insurer will not remit payment for the full amount of the Contract Rate.
    - 4.2.3. If, after the Contractor charges the client's insurer (if applicable) and the client, any portion of the Contract Rate remains unpaid, the Contractor shall charge the

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Exhibit B

Department the balance (the Contract Rate less the private insurer and the client cost shares).

- 4.3. The Contractor agrees the amount charged to the client shall not exceed the Contract Rate in Exhibit B-1 multiplied by the corresponding percentage stated in Section 8 Sliding fee scale for the client's applicable income level.
  - 4.4. The Contractor shall not charge the combination of the public or private insurer, the client and the Department an amount greater than the Contract Rate in Exhibit B-1, except:
    - 4.4.1. In Exhibit A, Section 4.1.3.Low-Intensity Residential Treatment as defined as ASAM Criteria, Level 3.1
  - 4.5. In the event of an overpayment (wherein the combination of all payments received by the Contractor for a given service (except in Section 4.4.1) exceeds the Contract Rate stated in Exhibit B-1, the Contractor shall refund the parties in the reverse order, unless the overpayment was due to insurer, client or Departmental error. In instances of payer error, the Contractor shall refund the party who erred, and adjust the charges to the other parties, according to a correct application of the Sliding Fee Schedule.
5. The Contractor shall submit billing through the Website Information Technology System (WITS) for services listed in Exhibit B-1, except for Enhanced Services (See Section 6 as follows:
    - 5.1. Enter encounter note(s) into WITS no later than three (3) days after the date the service was provided to the client
    - 5.2. Review the encounter notes no later than 20 days following the last day of the billing month, and notifies the Department that encounter notes are ready for review.
    - 5.3. Correct errors, if any, in the encounter notes as identified by the Department no later than 7 days after being notified of the errors and notify the Department the notes have been corrected and are ready for review.
    - 5.4. Batch and transmit the encounter notes upon Department approval for the billing month.
      - 5.4.1. Submit separate batches for each billing month.
    - 5.5. Agrees that encounter notes submitted for review after sixty (60) days of the last day of the billing month may be subject to non-payment.
  6. Payment for Enhanced Services:
    - 6.1. The Department will reimburse the Contractor for Enhanced Services based on actual activities and services directly provided to the client, as defined in Exhibit A, Section 6.1.1.3
    - 6.2. The Contractor shall be reimbursed up to the amount in Exhibit B-1.
    - 6.3. The Contractor shall submit actual expenses on a Department defined invoice.

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Exhibit B

- 6.4. The Contractor shall provide a clear description of each expense, the amount of each expense, and the total of all expenses for the billing period.
  - 6.5. The Department will reimburse on allowable expenses, in accordance with applicable state and federal laws and regulations.
  - 6.6. The Contractor will submit an invoice by the 20th day of each month, which identifies and requests reimbursement for authorized expenses incurred for enhanced services in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement. Invoices must be submitted to:  
Financial Manager  
Division of Community Based Care Services  
Bureau of Drug and Alcohol Services  
105 Pleasant Street,  
Main Bldg., 3<sup>rd</sup> Floor North  
Concord, NH 03301
7. Payment for Crisis Services to Existing Clients and their Significant Others:
    - 7.1. The Department will reimburse the Contractor for Crisis Services as a fee for service either as individual outpatient services or individual recovery support services (non-clinical) as defined in Exhibit A, Section 5.2 or 5.3, respectively and at the rates, unit type, and service limit in Exhibit B-1.
8. Sliding Fee Scale
    - 8.1. The Sliding Fee Scale shall apply to the services listed in Exhibit B-1 except Enhanced Services (See Section 6), as follows:
    - 8.2. The Contractor will charge the client their portion of the Contract Rate (Maximum Allowed Charge) found in Exhibit B-1, based on the following sliding fee scale as follows:
      - 8.2.1. When the client's income is 0% to 138% of the Federal Poverty Level (FPL), the Contractor will charge the client 0% of the Contract Rate.
      - 8.2.2. When the client's income is 139 to 149% of the Federal Poverty Level (FPL), the Contractor will charge the client 8% of the Contract Rate.
      - 8.2.3. When the client's income is 150% to 199% of the Federal Poverty Level (FPL), the Contractor will charge the client 12% of the Contract Rate.
      - 8.2.4. When the client's income is 200% to 249% of the Federal Poverty Level (FPL), the Contractor will charge the client 25% of the Contract Rate.
      - 8.2.5. When the client's income is 250% to 299% of the Federal Poverty Level (FPL), the Contractor will charge the client 40% of the Contract Rate.
      - 8.2.6. When the client's income is 300% to 349% of the Federal Poverty Level (FPL), the Contractor will charge the client 57% of the Contract Rate.
      - 8.2.7. When the client's income is 350% to 399% of the Federal Poverty Level (FPL), the Contractor will charge the client 77% of the Contract Rate.

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Exhibit B

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- 8.3. The Contractor shall not deny a minor child (under the age of 18) services because of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.
9. Non Reimbursement for Services
- 9.1. The State will not reimburse the Contractor for services provided through this contract when a client has or may have an alternative payer for services described in this scope of work, such as:
- 9.1.1. Services covered by New Hampshire Health Protection Program for clients who are eligible for the New Hampshire Health Protection Program.
  - 9.1.2. Services covered by New Hampshire Medicaid for clients who are eligible for New Hampshire Medicaid.
  - 9.1.3. Services covered by Medicare for clients who are eligible for Medicare.
  - 9.1.4. Services covered by the client's private insurer(s) at a rate greater than the contract rate (in Exhibit B-1) set by the Department.
- 9.2. Notwithstanding Section 9.1 above, the Contractor may seek reimbursement from the State for services provided under this contract when a client needs a service that is not covered by the payers listed in Section 9.1.
10. When the contract price limitation is reached the program shall continue to operate at full capacity at no charge to the Department for the duration of the contract period.
11. Funding may not be used to replace funding for a program already funded from another source.
12. The Contractor will keep records of their activities related to Department programs and services.
13. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
14. Contractor will have forty-five (45) days from the end of the contract period to submit to the Department final invoices for payment. Any adjustments made to a prior invoice will need to be accompanied by supporting documentation.



Exhibit B

15. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:
- 15.1. The Contractor agrees to use the SAPT funds as the payment of last resort.
  - 15.2. The Contractor agrees to the following funding restrictions on SAPT Block Grant expenditures to:
    - 15.2.1. Make cash payments to intended recipients of substance abuse services.
    - 15.2.2. Expend more than the amount of Block Grant funds expended in Federal Fiscal Year 1991 for treatment services provided in penal or correctional institutions of the State.
    - 15.2.3. Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
    - 15.2.4. Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.
  - 15.3. The Contractor agrees to the Charitable Choice federal statutory provisions as follows:
    - 15.3.1. Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

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Exhibit B-1

**Service and Fee Table**

1. The Contractor shall be reimbursed for the Services and up to the Contract Rates in Table A below. The Contract Rates in the Table A are the maximum allowed charged used in the Methods for Charging for Services under this Contract in Exhibit B, Section 4.

Table A			
Service	Contract Rate (Maximum Allowed Charge)	Unit	Service Limit
Clinical Evaluation	\$250.00	Per evaluation	1 evaluation per 90 days, per client
Individual Outpatient	\$20.00	15 min	\$200 of combined individual & group per week, per client
Group Outpatient	\$6.00	15 min	
Intensive Outpatient	\$95.00	Per day and only on those days when the client attends individual and/or group counseling associated with the program.	4 days per week (\$380), per client
Low-Intensity Residential Adult	\$110.00	Per day	7 days per week (\$770), per client
Continuous Recovery Monitoring - Attempted	\$15.00	Per 3 attempted contacts over the course of at least 1 week	\$60 of combined attempted and completed per month for the first 12 months post discharge, per client
Continuous Recovery Monitoring - Completed	\$15.00	Per 1 completed contact	
Individual Recovery Support Services (Non-Clinical)	\$15.00	15 min	\$160 of combined individual & group per week, per client
Group Recovery Support Services (Non-Clinical)	\$5.00	15 min	
Enhanced Services	Cost Reimbursement	Cost Reimbursement	Up to \$38,765 and according to Section 6 of Exhibit B. This amount is inclusive of the amount in the Box 1.8 of the P-37.

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**SPECIAL PROVISIONS**

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
  - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
  - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
  - 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
  - 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
  - 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
  - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
  - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
  
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
  
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
  - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
  
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
  
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
  
16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or





more employees, it will maintain a current EEO on file and submit an EEO Certification Form to the OCR, certifying that its EEO is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEO Certification Form to the OCR certifying it is not required to submit or maintain an EEO. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEO requirement, but are required to submit a certification form to the OCR to claim the exemption. EEO Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
- When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
  - 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
  - 19.3. Monitor the subcontractor's performance on an ongoing basis

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- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

#### DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

**COSTS:** Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

**DEPARTMENT:** NH Department of Health and Human Services.

**FINANCIAL MANAGEMENT GUIDELINES:** Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

**PROPOSAL:** If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

**UNIT:** For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

**FEDERAL/STATE LAW:** Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

**CONTRACTOR MANUAL:** Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

**SUPPLANTING OTHER FEDERAL FUNDS:** The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

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**REVISIONS TO GENERAL PROVISIONS**

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
  4. **CONDITIONAL NATURE OF AGREEMENT.**  
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;
  - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. The Division reserves the right to renew the Contract for up to two additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

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**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner  
NH Department of Health and Human Services  
129 Pleasant Street,  
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
  - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
    - 1.2.1. The dangers of drug abuse in the workplace;
    - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
    - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
    - 1.4.1. Abide by the terms of the statement; and
    - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

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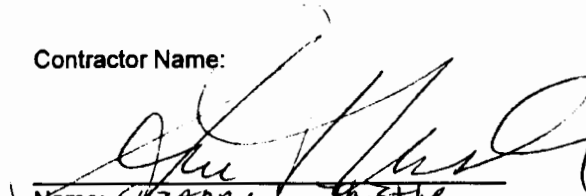
- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
    - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check  if there are workplaces on file that are not identified here.

2/23/16  
Date

Contractor Name:

  
Name: SUZANNE L. THISTLE  
Title: EXECUTIVE DIRECTOR



**CERTIFICATION REGARDING LOBBYING**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- \*Temporary Assistance to Needy Families under Title IV-A
- \*Child Support Enforcement Program under Title IV-D
- \*Social Services Block Grant Program under Title XX
- \*Medicaid Program under Title XIX
- \*Community Services Block Grant under Title VI
- \*Child Care Development Block Grant under Title IV

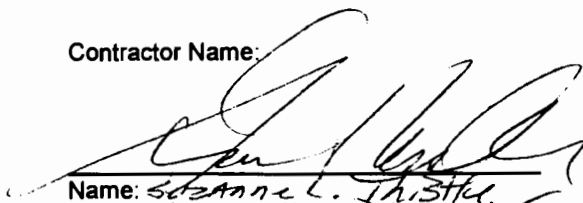
The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name:

2/23/16  
Date

  
Name: Suzanne L. Thistle  
Title: Executive Director



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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2/23/10



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

**PRIMARY COVERED TRANSACTIONS**

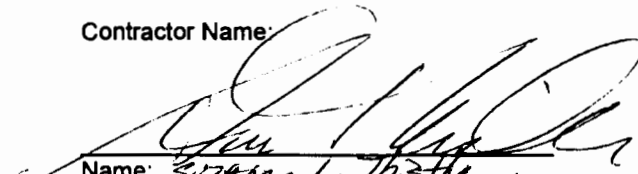
11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
  - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

**LOWER TIER COVERED TRANSACTIONS**

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
  - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

5/23/16  
Date

  
Name: Suzanne L. Thibodeau  
Title: Executive Director

ST  
5/23/16





**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO  
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND  
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

ST

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Date

2/23/14

New Hampshire Department of Health and Human Services  
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

2/23/16  
Date

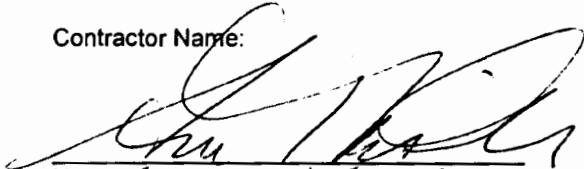
Contractor Name:  
  
Name: Suzanne L. Thistle  
Title: Executive Director

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials ST

Date 2/23/16



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

2/23/16  
Date

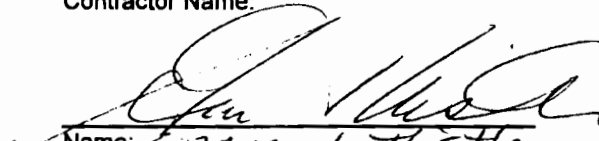
  
Name: SUZANNE L. THISTLE  
Title: Executive Director



Exhibit I

**HEALTH INSURANCE PORTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

**(1) Definitions.**

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.



Exhibit I

- i. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
  - i. For the proper management and administration of the Business Associate;
  - ii. As required by law, pursuant to the terms set forth in paragraph d. below;
  - iii. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

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2/23/16



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

**(3) Obligations and Activities of Business Associate.**

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
  - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - o The unauthorized person used the protected health information or to whom the disclosure was made;
  - o Whether the protected health information was actually acquired or viewed
  - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

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2/23/16



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

**(4) Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

**(5) Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

**(6) Miscellaneous**

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

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Exhibit I

- e. **Segregation.** If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. **Survival.** Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health & Human Services  
The State

Headcrest, Inc  
Name of the Contractor

Kathleen A. Dunn  
Signature of Authorized Representative

[Signature]  
Signature of Authorized Representative

Kathleen A. Dunn  
Name of Authorized Representative

Suzanne L. Thistle  
Name of Authorized Representative

Associate Commissioner  
Title of Authorized Representative

Executive Director  
Title of Authorized Representative

2/26/16  
Date

2/23/16  
Date



**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
  - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
  - 10.2. Compensation information is not already available through reporting to the SEC.

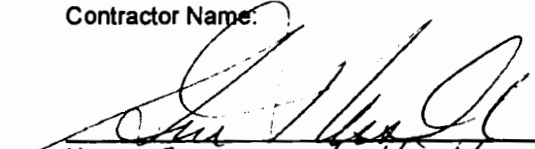
Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

2/23/16  
Date

Contractor Name:

  
Name: SUZANNE L. THISTLE  
Title: Executive Director

Contractor Initials

Date

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2/23/16



**FORM A**

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 618016653
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO  YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO  YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____



Exhibit K

Operational Requirements for all Programs

The contractor shall comply with the following requirements:

1. Requirements for Organizational or Program Changes.

The contractor shall provide the department with written notice at least 30 days prior to changes in any of the following:

- 1.1.1. Ownership;
- 1.1.2. Physical location;
- 1.1.3. Name.

1.2. When there is a new administrator, the following shall apply:

1.2.1. The contractor shall provide the department with immediate notice when an administrator position becomes vacant;

1.2.2. The contractor shall notify the department in writing as soon as possible prior to a change in administrator, and immediately upon the lack of an administrator, and provide the department with the following:

1.2.2.1. The written disclosure of the new administrator required in Section 1.2 above;

1.2.2.2. A resume identifying the name and qualifications of the new administrator; and

1.2.2.3. Copies of applicable licenses for the new administrator;

1.2.3. When there is a change in the name, the contractor shall submit to the department a copy of the certificate of amendment from the New Hampshire Secretary of State, if applicable, and the effective date of the name change.

1.2.4. When a contractor discontinues a contracted program, it shall submit to the department:

1.2.4.1. A plan to transfer, discharge or refer all clients being served in the contracted program; and

1.2.4.2. A plan for the security and transfer of the client's records being served in the contracted program as required by Sections 12.8 – 12.10 below and with the consent of the client.

2. Inspections.

For the purpose of determining compliance with the contract, the contractor shall admit and allow any department representative at any time to inspect the following:

- 2.1.1. The facility premises;
- 2.1.2. All programs and services provided under the contract; and
- 2.1.3. Any records required by the contract.

2.2. A notice of deficiencies shall be issued when, as a result of any inspection, the department determines that the contractor is in violation of any of the contract requirements.

2.3. If the notice identifies deficiencies to be corrected, the contractor shall submit a plan of correction in accordance within 21 working days of receiving the inspection findings.

3. Administrative Remedies.

3.1. The department shall impose administrative remedies for violations of contract requirements, including:

- 3.1.1. Requiring a contractor to submit a plan of correction (POC);
- 3.1.2. Imposing a directed POC upon a contractor;
- 3.1.3. Suspension of a contract; or
- 3.1.4. Revocation of a contract.



Exhibit K

- 3.2. When administrative remedies are imposed, the department shall provide a written notice, as applicable, which:
  - 3.2.1. Identifies each deficiency;
  - 3.2.2. Identifies the specific remedy(s) that has been proposed; and
  - 3.2.3. Provides the contractor with information regarding the right to a hearing in accordance with RSA 541-A and He-C 200.
- 3.3. A POC shall be developed and enforced in the following manner:
  - 3.3.1. Upon receipt of a notice of deficiencies, the contractor shall submit a written POC within 21 days of the date on the notice describing:
    - 3.3.1.1. How the contractor intends to correct each deficiency;
    - 3.3.1.2. What measures will be put in place, or what system changes will be made to ensure that the deficiency does not recur; and
    - 3.3.1.3. The date by which each deficiency shall be corrected which shall be no later than 90 days from the date of submission of the POC;
  - 3.3.2. The department shall review and accept each POC that:
    - 3.3.2.1. Achieves compliance with contract requirements;
    - 3.3.2.2. Addresses all deficiencies and deficient practices as cited in the inspection report;
    - 3.3.2.3. Prevents a new violation of contract requirements as a result of implementation of the POC; and
    - 3.3.2.4. Specifies the date upon which the deficiencies will be corrected;
- 3.4. If the POC is acceptable, the department shall provide written notification of acceptance of the POC;
- 3.5. If the POC is not acceptable, the department shall notify the contractor in writing of the reason for rejecting the POC;
- 3.6. The contractor shall develop and submit a revised POC within 21 days of the date of the written notification in 3.5 above;
- 3.7. The revised POC shall comply with 3.3.1 above and be reviewed in accordance with 3.3.2 above;
- 3.8. If the revised POC is not acceptable to the department, or is not submitted within 21 days of the date of the written notification in 3.5 above, the contractor shall be subject to a directed POC in accordance with 3.12 below;
- 3.9. The department shall verify the implementation of any POC that has been submitted and accepted by:
  - 3.9.1. Reviewing materials submitted by the contractor;
  - 3.9.2. Conducting a follow-up inspection; or
  - 3.9.3. Reviewing compliance during the next scheduled inspection;
- 3.10. Verification of the implementation of any POC shall only occur after the date of completion specified by the contractor in the plan; and
- 3.11. If the POC or revised POC has not been implemented by the completion date, the contractor shall be issued a directed POC in accordance with 3.12 below.
- 3.12. The department shall develop and impose a directed POC that specifies corrective actions for the contractor to implement when:
  - 3.12.1. As a result of an inspection, deficiencies were identified that require immediate corrective action to protect the health and safety of the clients or personnel;
  - 3.12.2. A revised POC is not submitted within 21 days of the written notification from the department; or
  - 3.12.3. A revised POC submitted has not been accepted.



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4. Duties and Responsibilities of All Contractors.
  - 4.1. The contractor shall comply with all federal, state, and local laws, rules, codes, ordinances, licenses, permits, and approvals, and rules promulgated thereunder, as applicable.
  - 4.2. The contractor shall monitor, assess, and improve, as necessary, the quality of care and service provided to clients on an ongoing basis.
  - 4.3. The contractor shall provide for the necessary qualified personnel, facilities, equipment, and supplies for the safety, maintenance and operation of the contractor.
  - 4.4. The contractor shall develop and implement written policies and procedures governing its operation and all services provided.
  - 4.5. All policies and procedures shall be reviewed, revised, and trained on per contractor policy.
  - 4.6. The contractor shall:
    - 4.6.1. Employ an administrator responsible for the day-to-day operation of the contractor;
    - 4.6.2. Maintain a current job description and minimum qualifications for the administrator, including the administrator's authority and duties; and
    - 4.6.3. Establish, in writing, a chain of command that sets forth the line of authority for the operation of the contractor the staff position(s) to be delegated the authority and responsibility to act in the administrator's behalf when the administrator is absent.
  - 4.7. The contractor shall post the following documents in a public area:
    - 4.7.1. A copy of the contractor's policies and procedures relative to the implementation of client rights and responsibilities, including client confidentiality per 42 CFR Part 2; and
    - 4.7.2. The contractor's plan for fire safety, evacuation and emergencies identifying the location of, and access to all fire exits.
  - 4.8. The contractor or any employee shall not falsify any documentation or provide false or misleading information to the department.
  - 4.9. The contractor shall comply with all conditions of warnings and administrative remedies issued by the department, and all court orders.
  - 4.10. The contractor shall admit and allow any department representative to inspect the certified premises and all programs and services that are being provided at any time for the purpose of determining compliance with the contract.
  - 4.11. The contractor shall:
    - 4.11.1. Report all critical incidents and sentinel events to the department in accordance with Exhibit A, Section 20.2.3;
    - 4.11.2. Submit additional information if required by the department; and
    - 4.11.3. Report the event to other agencies as required by law.
  - 4.12. The contractor shall implement policies and procedures for reporting:
    - 4.12.1. Suspected child abuse, neglect or exploitation, in accordance with RSA 169-C:29-30; and
    - 4.12.2. Suspected abuse, neglect or exploitation of adults, in accordance with RSA 149-F:49.
  - 4.13. The contractor shall report all positive tuberculosis test results for personnel to the office of disease control in accordance with RSA 141-C:7, He-P 301.02 and He-P 301.03.
  - 4.14. For residential programs, if the contractor accepts a client who is known to have a disease reportable under He-P 301 or an infectious disease, which is any disease



Exhibit K

caused by the growth of microorganisms in the body which might or might not be contagious, the contractor shall follow the required procedures for the care of the clients, as specified by the United States Centers for Disease Control and Prevention 2007 Guideline for Isolation Precautions, Preventing Transmission of Infectious Agents in Healthcare Settings, June 2007.

- 4.15. Contractors shall implement state and federal regulations on client confidentiality, including provisions outlined in 42 CFR 2.13, RSA 172:8-a, and RSA 318-B:12;
- 4.16. A contractor shall, upon request, provide a client or the client's guardian or agent, if any, with a copy of his or her client record within the confines for 42 CFR Part 2.
- 4.17. The contractor shall develop policies and procedures regarding the release of information contained in client records, in accordance with 42 CFR Part 2, the Health Insurance Portability and Accountability Act (HIPAA), and RSA 318-B:10.
- 4.18. All records required by the contract shall be legible, current, accurate and available to the department during an inspection or investigation conducted in accordance with these rules.
- 4.19. Any contractor that maintains electronic records shall develop written policies and procedures designed to protect the privacy of clients and personnel that, at a minimum, include:
  - 4.19.1. Procedures for backing up files to prevent loss of data;
  - 4.19.2. Safeguards for maintaining the confidentiality of information pertaining to clients and staff; and
  - 4.19.3. Systems to prevent tampering with information pertaining to clients and staff.
- 4.20. The contractor's service site(s) shall:
  - 4.20.1. Be accessible to a person with a disability using ADA accessibility and barrier free guidelines per 42 U.S.C. 12131 et seq;
  - 4.20.2. Have a reception area separate from living and treatment areas;
  - 4.20.3. Have private space for personal consultation, charting, treatment and social activities, as applicable;
  - 4.20.4. Have secure storage of active and closed confidential client records; and
  - 4.20.5. Have separate and secure storage of toxic substances.
- 4.21. The contractor shall establish and monitor a code of ethics for the contractor and its staff, as well as a mechanism for reporting unethical conduct.

The contractor shall maintain specific policies on the following and shall submit these policies to the department for approval no later than 30 days after the effective date of the contract:

  - 4.21.1. Client rights, grievance and appeals policies and procedures;
  - 4.21.2. Progressive discipline, leading to administrative discharge;
  - 4.21.3. Reporting and appealing staff grievances;
  - 4.21.4. Policies on client alcohol and other drug use while in treatment;
  - 4.21.5. Policies on client and employee smoking that are in compliance with Exhibit A, Section 4.1.5;
  - 4.21.6. Drug-free workplace policy and procedures, including a requirement for the filing of written reports of actions taken in the event of staff misuse of alcohol or other drugs;
  - 4.21.7. Policies and procedures for holding a client's possessions;
  - 4.21.8. Secure storage of staff medications;
  - 4.21.9. A client medication policy;
  - 4.21.10. Urine specimen collection, as applicable, that:



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- 4.21.10.1. Ensure that collection is conducted in a manner that preserves client privacy as much as possible; and
- 4.21.10.2. Minimize falsification;
- 4.21.11. Safety and emergency procedures on the following:
  - 4.21.11.1. Medical emergencies;
  - 4.21.11.2. Infection control and universal precautions, including the use of protective clothing and devices;
  - 4.21.11.3. Reporting employee injuries;
  - 4.21.11.4. Fire monitoring, warning, evacuation, and safety drill policy and procedures;
  - 4.21.11.5. Emergency closings;
  - 4.21.11.6. Posting of the above safety and emergency procedures.
- 4.21.12. Procedures for protection of client records that govern use of records, storage, removal, conditions for release of information, and compliance with 42CFR, Part 2 and the Health Insurance Portability and Accountability Act (HIPAA); and
- 4.21.13. Procedures related to quality assurance and quality improvement.
- 5. Collection of Fees.
  - 5.1. The contractor shall maintain procedures regarding collections from client fees, private or public insurance, and other payers responsible for the client's finances; and
  - 5.2. At the time of screening and admission the contractor shall provide the client, and the client's guardian, agent, or personal representative, with a listing of all known applicable charges and identify what care and services are included in the charge.
- 6. Client Screening and Denial of Services.
  - 6.1. Contractors shall maintain a record of all client screenings, including:
    - 6.1.1. The client name and/or unique client identifier;
    - 6.1.2. The client referral source;
    - 6.1.3. The date of initial contact from the client or referring agency;
    - 6.1.4. The date of screening;
    - 6.1.5. The result of the screening, including the reason for denial of services if applicable;
    - 6.1.6. For any client who is placed on a waitlist, record of referrals to and coordination with interim services or reason that such a referral was not made;
    - 6.1.7. Record of all client contacts between screening and removal from the waitlist; and
    - 6.1.8. Date client was removed from the waitlist and the reason for removal
  - 6.2. For any client who is denied services, the contractor is responsible for:
    - 6.2.1. Informing the client of the reason for denial;
    - 6.2.2. Assisting the client in identifying and accessing appropriate available treatment;
  - 6.3. The contractor shall not deny services to a client solely because the client:
    - 6.3.1. Previously left treatment against the advice of staff;
    - 6.3.2. Relapsed from an earlier treatment;
    - 6.3.3. Is on any class of medications, including but not limited to opiates or benzodiazepines; or
    - 6.3.4. Has been diagnosed with a mental health disorder.
  - 6.4. The contractor shall report on 6.1 and 6.2 above at the request of the department.
- 7. Personnel Requirements.
  - 7.1. The contractor shall develop a current job description for all staff, including contracted staff, volunteers, and student interns, which shall include:
    - 7.1.1. Job title;

Contactor Initials: ST  
Date: 2/23/14





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- 7.1.2. Physical requirements of the position;
- 7.1.3. Education and experience requirements of the position;
- 7.1.4. Duties of the position;
- 7.1.5. Positions supervised; and
- 7.1.6. Title of immediate supervisor.
- 7.2. The contractor shall develop and implement policies regarding criminal background checks of prospective employees, which shall, at a minimum, include:
  - 7.2.1. Requiring a prospective employee to sign a release to allow the contractor to obtain his or her criminal record;
  - 7.2.2. Requiring the administrator or his or her designee to obtain and review a criminal records check from the New Hampshire department of safety for each prospective employee;
  - 7.2.3. Criminal background standards regarding the following, beyond which shall be reason to not hire a prospective employee in order to ensure the health, safety, or well-being of clients:
    - 7.2.3.1. Felony convictions in this or any other state;
    - 7.2.3.2. Convictions for sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation; and
    - 7.2.3.3. Findings by the department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation or any person; and
  - 7.2.4. Waiver of 7.2.3 above for good cause shown.
- 7.3. All staff, including contracted staff, shall:
  - 7.3.1. Meet the educational, experiential, and physical qualifications of the position as listed in their job description;
  - 7.3.2. Not exceed the criminal background standards established by 7.2.3 above, unless waived for good cause shown, in accordance with policy established in 7.2.4 above;
  - 7.3.3. Be licensed, registered or certified as required by state statute and as applicable;
  - 7.3.4. Receive an orientation within the first 3 days of work or prior to direct contact with clients, which includes:
    - 7.3.4.1. The contractor's code of ethics, including ethical conduct and the reporting of unprofessional conduct;
    - 7.3.4.2. The contractor's policies on client rights and responsibilities and complaint procedures;
    - 7.3.4.3. Confidentiality requirements as required by Sections 4.15 and 4.19.2 above and Section 17 below;
    - 7.3.4.4. Grievance procedures for both clients and staff as required in Section 4.22.1 and 4.22.3 above and Section 18 below.
    - 7.3.4.5. The duties and responsibilities and the policies, procedures, and guidelines of the position they were hired for;
    - 7.3.4.6. Topics covered by both the administrative and personnel manuals;
    - 7.3.4.7. The contractor's infection prevention program;
    - 7.3.4.8. The contractor's fire, evacuation, and other emergency plans which outline the responsibilities of personnel in an emergency; and
    - 7.3.4.9. Mandatory reporting requirements for abuse or neglect such as those found in RSA 161-F and RSA 169-C:29; and
  - 7.3.5. Sign and date documentation that they have taken part in an orientation as described in 7.3.4 above;



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- 7.3.6. Complete a mandatory annual in-service education, which includes a review of all elements described in 7.3.4 above.
- 7.4. Prior to having contact with clients, employees and contracted employees shall:
  - 7.4.1. Submit to the contractor proof of a physical examination or a health screening conducted not more than 12 months prior to employment which shall include at a minimum the following:
    - 7.4.1.1. The name of the examinee;
    - 7.4.1.2. The date of the examination;
    - 7.4.1.3. Whether or not the examinee has a contagious illness or any other illness that would affect the examinee's ability to perform their job duties;
    - 7.4.1.4. Results of a 2-step tuberculosis (TB) test, Mantoux method or other method approved by the Centers for Disease Control (CDC); and
    - 7.4.1.5. The dated signature of the licensed health practitioner;
  - 7.4.2. Be allowed to work while waiting for the results of the second step of the TB test when the results of the first step are negative for TB; and
  - 7.4.3. Comply with the requirements of the Centers for Disease Control Guidelines for Preventing the Transmission of Tuberculosis in Health Facilities Settings, 2005, if the person has either a positive TB test, or has had direct contact or potential for occupational exposure to Mycobacterium tuberculosis through shared air space with persons with infectious tuberculosis.
- 7.5. Employees, contracted employees, volunteers and independent contractors who have direct contact with clients who have a history of TB or a positive skin test shall have a symptomatology screen of a TB test.
- 7.6. The contractor shall maintain and store in a secure and confidential manner, a current personnel file for each employee, student, volunteer, and contracted staff. A personnel file shall include, at a minimum, the following:
  - 7.6.1. A completed application for employment or a resume, including:
    - 7.6.2. Identification data; and
    - 7.6.3. The education and work experience of the employee;
  - 7.6.4. A copy of the current job description or agreement, signed by the individual, that identifies the:
    - 7.6.4.1. Position title;
    - 7.6.4.2. Qualifications and experience; and
    - 7.6.4.3. Duties required by the position;
  - 7.6.5. Written verification that the person meets the contractor's qualifications for the assigned job description, such as school transcripts, certifications and licenses as applicable;
  - 7.6.6. A signed and dated record of orientation as required by 7.3.4 above;
  - 7.6.7. A copy of each current New Hampshire license, registration or certification in health care field and CPR certification, if applicable;
  - 7.6.8. Records of screening for communicable diseases results required in 7.4 above;
  - 7.6.9. Written performance appraisals for each year of employment including description of any corrective actions, supervision, or training determined by the person's supervisor to be necessary;
  - 7.6.10. Documentation of annual in-service education as required by 7.3.6 above;
  - 7.6.11. Information as to the general content and length of all continuing education or educational programs attended;



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- 7.6.12. A signed statement acknowledging the receipt of the contractor's policy setting forth the client's rights and responsibilities, including confidentiality requirements, and acknowledging training and implementation of the policy.
- 7.6.13. A statement, which shall be signed at the time the initial offer of employment is made and then annually thereafter, stating that he or she:
  - 7.6.13.1. Does not have a felony conviction in this or any other state;
  - 7.6.13.2. Has not been convicted of a sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation or pose a threat to the health, safety or well-being of a client; and
  - 7.6.13.3. Has not had a finding by the department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation of any person; and
- 7.6.14. Documentation of the criminal records check and any waivers per 7.2 above.
- 7.7. An individual need not re-disclose any of the matters in 7.6.13 and 7.6.14 above if the documentation is available and the contractor has previously reviewed the material and granted a waiver so that the individual can continue employment.
- 8. Clinical Supervision.
  - 8.1. Contractors shall comply with the following clinical supervision requirements for unlicensed counselors:
    - 8.1.1. Each unlicensed alcohol and drug counselor or Certified Recovery Support Worker (CRSW) shall be supervised by a New Hampshire-MLADC or LADC with the LCS credential at a ratio of one LADC to every 2 full-time equivalent positions that are unlicensed alcohol and drug counselors or CRSWs;
    - 8.1.2. Unlicensed counselors shall receive at least one hour of supervision for every 20 hours of direct client contact;
    - 8.1.3. Supervision shall be provided on an individual or group basis, or both, depending upon the employee's need, experience and skill level;
    - 8.1.4. Supervision shall include following techniques:
      - 8.1.4.1. Review of case records;
      - 8.1.4.2. Observation of interactions with clients;
      - 8.1.4.3. Skill development; and
      - 8.1.4.4. Review of case management activities; and
    - 8.1.5. Supervisors shall maintain a log of the supervision date, duration, content and who was supervised by whom;
    - 8.1.6. Individuals licensed or certified by the NH Board of Licensing for Alcohol and Other Drug Use Professionals shall receive supervision in accordance with RSA 330-C and the rules promulgated thereunder.
- 9. Clinical Services.
  - 9.1. Each contractor shall have and adhere to a clinical care manual which includes policies and procedures related to all clinical services provided.
  - 9.2. All clinical services provided shall:
    - 9.2.1. Focus on the client's strengths;
    - 9.2.2. Be sensitive and relevant to the diversity of the clients being served;
    - 9.2.3. Be client and family centered;
    - 9.2.4. Be trauma informed, which means designed to acknowledge the impact of violence and trauma on people's lives and the importance of addressing trauma in treatment; and
  - 9.3. Upon a client's admission, the contractor shall conduct a client orientation, either individually or by group, to include the following:



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- 9.3.1. Rules, policies, and procedures of the contractor, program, and facility;
  - 9.3.2. Requirements for successfully completing the program;
  - 9.3.3. The administrative discharge policy and the grounds for administrative discharge;
  - 9.3.4. All applicable laws regarding confidentiality, including the limits of confidentiality and mandatory reporting requirements; and
  - 9.3.5. Requiring the client to sign a receipt that the orientation was conducted.
  - 9.3.6. Upon a client's admission to treatment, the contractor shall conduct an HIV/AIDS screening, to include:
    - 9.3.7. The provision of information;
    - 9.3.8. Risk assessment;
    - 9.3.9. Intervention and risk reduction education, and
    - 9.3.10. Referral for testing, if appropriate, within 7 days of admission;
10. Treatment and Rehabilitation.
- 10.1. A LADC or unlicensed counselor under the supervision of a LADC shall develop and maintain a written treatment plan for each client in accordance with TAP 21: Addiction Counseling Competencies available at <http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1> which addresses all ASAM domains.
  - 10.2. Treatment plans shall be developed as follows:
    - 10.2.1. Within 7 days following admission to any residential program; and
    - 10.2.2. No later than the third session of an ambulatory treatment program.
  - 10.3. Individual treatment plans shall contain, at a minimum, the following elements:
    - 10.3.1. Goals, objectives, and interventions written in terms that are specific, measurable, attainable, realistic and timely.
    - 10.3.2. Identifies the recipient's clinical needs, treatment goals, and objectives;
    - 10.3.3. Identifies the client's strengths and resources for achieving goals and objectives in 10.3.1 above;
    - 10.3.4. Defines the strategy for providing services to meet those needs, goals, and objectives;
    - 10.3.5. Identifies referral to outside contractors for the purpose of achieving a specific goal or objective when the service cannot be delivered by the treatment program;
    - 10.3.6. Provides the criteria for terminating specific interventions; and
    - 10.3.7. Includes specification and description of the indicators to be used to assess the individual's progress.
    - 10.3.8. Documentation of participation by the client in the treatment planning process or the reason why the client did not participate; and
    - 10.3.9. Signatures of the client and the counselor agreeing to the treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.
  - 10.4. Treatment plans shall be updated based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent.
  - 10.5. Treatment plan updates shall include:
    - 10.5.1. Documentation of the degree to which the client is meeting treatment plan goals and objectives;
    - 10.5.2. Modification of existing goals or addition of new goals based on changes in the clients functioning relative to ASAM domains and treatment goals and objectives.



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- 10.5.3. The counselor's assessment of whether or not the client needs to move to a different level of care based on changes in functioning in any ASAM domain and documentation of the reasons for this assessment.
- 10.5.4. The signature of the client and the counselor agreeing to the updated treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.
- 10.6. In addition to the individualized treatment planning in 10.3 above, all contractors shall provide client education on:
  - 10.6.1. Substance use disorders;
  - 10.6.2. Relapse prevention;
  - 10.6.3. Infectious diseases associated with injection drug use, including but not limited to, HIV, hepatitis, and TB;
  - 10.6.4. Sexually transmitted diseases;
  - 10.6.5. Emotional, physical, and sexual abuse;
  - 10.6.6. Nicotine use disorder and cessation options;
  - 10.6.7. The impact of drug and alcohol use during pregnancy, risks to the fetus, and the importance of informing medical practitioners of drug and alcohol use during pregnancy
- 10.7. Group education and counseling
  - 10.7.1. The contractor shall maintain an outline of each educational and group therapy session provided.
  - 10.7.2. All group counseling sessions shall be limited to 12 clients or fewer per counselor.
- 10.8. Progress notes
  - 10.8.1. A progress note shall be completed for each individual, group, or family treatment or education session.
  - 10.8.2. Each progress note shall contain the following components:
    - 10.8.2.1. Data, including self-report, observations, interventions, current issues/stressors, functional impairment, interpersonal behavior, motivation, and progress, as it relates to the current treatment plan;
    - 10.8.2.2. Assessment, including progress, evaluation of intervention, and obstacles or barriers; and
    - 10.8.2.3. Plan, including tasks to be completed between sessions, objectives for next session, any recommended changes, and date of next session; and
- 10.9. Residential programs shall maintain a daily shift change log which documents such things as client behavior and significant events that a subsequent shift should be made aware of.
- 11. Client Discharge and Transfer.
  - 11.1. A client shall be discharged from a program for the following reasons:
    - 11.1.1. Program completion or transfer based on changes in the client's functioning relative to ASAM criteria;
    - 11.1.2. Program termination, including:
      - 11.1.2.1. Administrative discharge;
      - 11.1.2.2. Non-compliance with the program;
      - 11.1.2.3. The client left the program before completion against advice of treatment staff; and
    - 11.1.3. The client is inaccessible, such as the client has been jailed or hospitalized; and
  - 11.2. In all cases of client discharge or transfer, the counselor shall complete a narrative discharge summary, including, at a minimum:



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- 11.2.1. The dates of admission and discharge or transfer;
- 11.2.2. The client's psychosocial substance abuse history and legal history;
- 11.2.3. A summary of the client's progress toward treatment goals in all ASAM domains;
- 11.2.4. The reason for discharge or transfer;
- 11.2.5. The client's DSM 5 diagnosis and summary, to include other assessment testing completed during treatment;
- 11.2.6. A summary of the client's physical condition at the time of discharge or transfer;
- 11.2.7. A continuing care plan, including all ASAM domains;
- 11.2.8. A determination as to whether the client would be eligible for re-admission to treatment, if applicable; and
- 11.2.9. The dated signature of the counselor completing the summary.
- 11.3. The discharge summary shall be completed:
  - 11.3.1. No later than 7 days following a client's discharge or transfer from the program; or
  - 11.3.2. For withdrawal management services, by the end of the next business day following a client's discharge or transfer from the program.
- 11.4. When transferring a client, either from one level of care to another within the same certified contractor agency or to another treatment contractor, the counselor shall:
  - 11.4.1. Complete a progress note on the client's treatment and progress towards treatment goals, to be included in the client's record; and
  - 11.4.2. Update the client assessment and treatment plan.
- 11.5. When transferring a client to another treatment contractor, the current contractor shall forward copies of the following information to the receiving contractor, only after a release of confidential information is signed by the client:
  - 11.5.1. The discharge summary;
  - 11.5.2. Client demographic information, including the client's name, date of birth, address, telephone number, and the last 4 digits of his or her Social Security number; and
  - 11.5.3. A diagnostic assessment statement and other assessment information, including:
    - 11.5.3.1. TB test results;
    - 11.5.3.2. A record of the client's treatment history; and
    - 11.5.3.3. Documentation of any court-mandated or agency-recommended follow-up treatment.
- 11.6. The counselor shall meet with the client at the time of discharge or transfer to establish a continuing care plan that:
  - 11.6.1. Includes recommendations for continuing care in all ASAM domains;
  - 11.6.2. Addresses the use of self-help groups including, when indicated, facilitated self-help; and
  - 11.6.3. Assists the client in making contact with other agencies or services.
- 11.7. The counselor shall document in the client record if and why the meeting in Section 11.6 above could not take place.
- 11.8. A contractor may administratively discharge a client from a program only if:
  - 11.8.1. The client's behavior on program premises is abusive, violent, or illegal;
  - 11.8.2. The client is non-compliant with prescription medications;
  - 11.8.3. Clinical staff documents therapeutic reasons for discharge, which may include the client's continued use of illicit drugs or an unwillingness to follow appropriate clinical interventions; or



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11.8.4. The client violates program rules in a manner that is consistent with the contractor's progressive discipline policy.

12. Client Record System.

12.1. Each contractor shall have policies and procedures to implement a comprehensive client record system, in either paper form or electronic form, or both, that complies with this section.

The client record of each client served shall communicate information in a manner that is:

- 12.1.1. Organized into related sections with entries in chronological order;
- 12.1.2. Easy to read and understand;
- 12.1.3. Complete, containing all the parts; and
- 12.1.4. Up-to-date, including notes of most recent contacts.

12.2. The client record shall include, at a minimum, the following components, organized as follows:

12.2.1. First section, Intake/Initial Information:

12.2.1.1. Identification data, including the client's:

- 12.2.1.1.1. Name;
- 12.2.1.1.2. Date of birth;
- 12.2.1.1.3. Address;
- 12.2.1.1.4. Telephone number; and
- 12.2.1.1.5. The last 4 digits of the client's Social Security number;

12.2.1.2. The date of admission;

12.2.1.3. If either of these have been appointed for the client, the name and address of:

- 12.2.1.3.1. The guardian; and
- 12.2.1.3.2. The representative payee;

12.2.1.4. The name, address, and telephone number of the person to contact in the event of an emergency;

12.2.1.5. Contact information for the person or entity referring the client for services, as applicable;

12.2.1.6. The name, address, and telephone number of the primary health care contractor;

12.2.1.7. The name, address, and telephone number of the behavioral health care contractor, if applicable;

12.2.1.8. The name and address of the client's public or private health insurance contractor(s), or both;

12.2.1.9. The client's religious preference, if any;

12.2.1.10. The client's personal health history;

12.2.1.11. The client's mental health history;

12.2.1.12. Current medications;

12.2.1.13. Records and reports prepared prior to the client's current admission and determined by the counselor to be relevant; and

12.2.1.14. Signed receipt of notification of client rights;

12.2.2. Second section, Screening/Assessment/Evaluation:

12.2.2.1. Documentation of all elements of screening, assessment and evaluation required by Exhibit A, Sections 6 and 10.2;

12.2.3. Third section, Treatment Planning:

12.2.3.1. The individual treatment plan, updated at designated intervals in accordance with Sections 10.2 – 10.5 above; and



Exhibit K

- 12.2.3.2. Signed and dated progress notes and reports from all programs involved, as required by Section 10.8 above;
- 12.2.4. Fourth section, Discharge Planning:
  - 12.2.4.1. A narrative discharge summary, as required by Sections 11.2 and 11.3 above;
  - 12.2.5. Fifth section, Releases of Information/Miscellaneous:
    - 12.2.5.1. Release of information forms compliant with 42 CFR, Part 2;
    - 12.2.5.2. Any correspondence pertinent to the client; and
    - 12.2.5.3. Any other information the contractor deems significant.
- 12.3. If the contractor utilizes a paper format client record system, then the sections in Section 12.3 above shall be tabbed sections.
- 12.4. If the contractor utilizes an electronic format, the sections in Section 12.3 above shall not apply provided that all information listed in Section 12.3 above is included in the electronic record.
- 12.5. All client records maintained by the contractor or its sub-contractors, including paper files, facsimile transmissions, or electronic data transfers, shall be strictly confidential.
- 12.6. All confidential information shall be maintained within a secure storage system at all times as follows:
  - 12.6.1. Paper records and external electronic storage media shall be kept in locked file cabinets;
  - 12.6.2. All electronic files shall be password protected; and
  - 12.6.3. All confidential notes or other materials that do not require storage shall be shredded immediately after use.
  - 12.6.4. Contractors shall retain client records after the discharge or transfer of the client, as follows:
    - 12.6.4.1. For a minimum of 7 years for an adult; and
    - 12.6.4.2. For a minimum of 7 years after age of majority for children.
- 12.7. In the event of a program closure, the contractor closing its treatment program shall arrange for the continued management of all client records. The closing contractor shall notify the department in writing of the address where records will be stored and specify the person managing the records.
- 12.8. The closing contractor shall arrange for storage of each record through one or more of the following measures:
  - 12.8.1. Continue to manage the records and give written assurance to the department that it will respond to authorized requests for copies of client records within 10 working days;
  - 12.8.2. Transfer records of clients who have given written consent to another contractor; or
  - 12.8.3. Enter into a limited service organization agreement with another contractor to store and manage records.
- 13. Medication Services.
  - 13.1. No administration of medications, including physician samples, shall occur except by a licensed medical practitioner working within their scope of practice.
  - 13.2. All prescription medications brought by a client to program shall be in their original containers and legibly display the following information:
    - 13.2.1. The client's name;
    - 13.2.2. The medication name and strength;
    - 13.2.3. The prescribed dose;
    - 13.2.4. The route of administration;





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- 13.2.5. The frequency of administration; and
  - 13.2.6. The date ordered.
  - 13.3. Any change or discontinuation of prescription medications shall require a written order from a licensed practitioner.
  - 13.4. All prescription medications, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be kept on the client's person or stored in the client's room, shall be stored as follows:
    - 13.4.1. All medications shall be kept in a storage area that is:
      - 13.4.1.1. Locked and accessible only to authorized personnel;
      - 13.4.1.2. Organized to allow correct identification of each client's medication(s);
      - 13.4.1.3. Illuminated in a manner sufficient to allow reading of all medication labels; and
      - 13.4.1.4. Equipped to maintain medication at the proper temperature;
    - 13.4.2. Schedule II controlled substances, as defined by RSA 318-B:1-b, shall be kept in a separately locked compartment within the locked medication storage area and accessible only to authorized personnel; and
    - 13.4.3. Topical liquids, ointments, patches, creams and powder forms of products shall be stored in a manner such that cross-contamination with oral, optic, ophthalmic, and parenteral products shall not occur.
  - 13.5. Medication belonging to personnel shall not be accessible to clients, nor stored with client medication.
  - 13.6. Over-the-counter (OTC) medications shall be handled in the following manner:
    - 13.6.1. Only original, unopened containers of OTC medications shall be allowed to be brought into the program;
    - 13.6.2. OTC medication shall be stored in accordance with Section 13.4 above.
    - 13.6.3. OTC medication containers shall be marked with the name of the client using the medication and taken in accordance with the directions on the medication container or as ordered by a licensed practitioner;
  - 13.7. All medications self-administered by a client, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be taken by the client without supervision, shall be supervised by the program staff, as follows:
    - 13.7.1. Staff shall remind the client to take the correct dose of his or her medication at the correct time;
    - 13.7.2. Staff may open the medication container but shall not be permitted to physically handle the medication itself in any manner;
    - 13.7.3. Staff shall remain with the client to observe them taking the prescribed dose and type of medication;
  - 13.8. For each medication taken, staff shall document in an individual client medication log the following:
    - 13.8.1. The medication name, strength, dose, frequency and route of administration;
    - 13.8.2. The date and the time the medication was taken;
    - 13.8.3. The signature or identifiable initials of the person supervising the taking of said medication; and
    - 13.8.4. The reason for any medication refused or omitted.
  - 13.9. Upon a client's discharge:
    - 13.9.1. The client medication log in Section 13.8 above shall be included in the client's record; and
    - 13.9.2. The client shall be given any remaining medication to take with him or her
14. Notice of Client Rights



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- 14.1. Programs shall inform clients of their rights under these rules in clear, understandable language and form, both verbally and in writing as follows:
    - 14.1.1. Applicants for services shall be informed of their rights to evaluations and access to treatment;
    - 14.1.2. Clients shall be advised of their rights upon entry into any program and at least once a year after entry;
    - 14.1.3. Initial and annual notifications of client rights in Section 14 above shall be documented in the client's record; and
  - 14.2. Every program within the service delivery system shall post notice of the rights, as follows:
    - 14.2.1. The notice shall be posted continuously and conspicuously;
    - 14.2.2. The notice shall be presented in clear, understandable language and form; and
    - 14.2.3. Each program and residence shall have on the premises complete copies of rules pertaining to client rights that are available for client review.
  15. Fundamental Rights.
    - 15.1. No person receiving treatment for a substance use disorder shall be deprived of any legal right to which all citizens are entitled solely by reason of that person's admission to the treatment services system.
  16. Personal Rights.
    - 16.1. Persons who are applicants for services or clients in the service delivery system shall be treated by program staff with dignity and respect at all times.
    - 16.2. Clients shall be free from abuse, neglect and exploitation including, at a minimum, the following:
      - 16.2.1. Freedom from any verbal, non-verbal, mental, physical, or sexual abuse or neglect;
      - 16.2.2. Freedom from the intentional use of physical force except the minimum force necessary to prevent harm to the client or others; and
      - 16.2.3. Freedom from personal or financial exploitation.
    - 16.3. Clients shall have the right to privacy.
  17. Client Confidentiality
    - 17.1. All contractors shall adhere to the confidentiality requirements in 42 CFR part 2.
    - 17.2. In cases where a client, attorney or other authorized person, after review of the record, requests copies of the record, a program shall make such copies available free of charge for the first 25 pages and not more than 25 cents per page thereafter.
    - 17.3. If a minor age 12 or older is treated for drug abuse without parental consent as authorized by RSA 318:B12-a, the following shall apply:
      - 17.3.1. The minor's signature alone shall authorize a disclosure; and
      - 17.3.2. Any disclosure to the minor's parents or guardians shall require a signed authorization to release.
  18. Client Grievances
    - 18.1. Clients shall have the right to complain about any matter, including any alleged violation of a right afforded by these rules or by any state or federal law or rule.
    - 18.2. Any person shall have the right to complain or bring a grievance on behalf of an individual client or a group of clients.
    - 18.3. The rules governing procedures for protection of client rights found at He-C 200 shall apply to such complaints and grievances.
  19. Treatment Rights.
    - 19.1. Each client shall have the right to adequate and humane treatment, including:
      - 19.1.1. The right of access to treatment including:



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- 19.1.1.1. The right to evaluation to determine an applicant's need for services and to determine which programs are most suited to provide the services needed;
- 19.1.1.2. The right to provision of necessary services when those services are available, subject to the admission and eligibility policies and standards of each program; and
- 19.1.2. The right to quality treatment including:
  - 19.1.2.1. Services provided in keeping with evidence-based clinical and professional standards applicable to the persons and programs providing the treatment and to the conditions for which the client is being treated;
- 19.1.3. The right to receive services in such a manner as to promote the client's full participation in the community;
- 19.1.4. The right to receive all services or treatment to which a person is entitled in accordance with the time frame set forth in the client's individual treatment plan;
- 19.1.5. The right to an individual treatment plan developed, reviewed and revised in accordance with Sections 10.1 – 10.5 above which addresses the client's own goals;
- 19.1.6. The right to receive treatment and services contained in an individual treatment plan designed to provide opportunities for the client to participate in meaningful activities in the communities in which the client lives and works;
- 19.1.7. The right to service and treatment in the least restrictive alternative or environment necessary to achieve the purposes of treatment including programs which least restrict:
  - 19.1.7.1. Freedom of movement; and
  - 19.1.7.2. Participation in the community, while providing the level of support needed by the client;
- 19.1.8. The right to be informed of all significant risks, benefits, side effects and alternative treatment and services and to give consent to any treatment, placement or referral following an informed decision such that:
  - 19.1.8.1. Whenever possible, the consent shall be given in writing; and
  - 19.1.8.2. In all other cases, evidence of consent shall be documented by the program and shall be witnessed by at least one person;
- 19.1.9. The right to refuse to participate in any form of experimental treatment or research;
- 19.1.10. The right to be fully informed of one's own diagnosis and prognosis;
- 19.1.11. The right to voluntary placement including the right to:
  - 19.1.11.1. Seek changes in placement, services or treatment at any time; and
  - 19.1.11.2. Withdraw from any form of voluntary treatment or from the service delivery system;
- 19.1.12. The right to services which promote independence including services directed toward:
  - 19.1.12.1. Eliminating, or reducing as much as possible, the client's needs for continued services and treatment; and
  - 19.1.12.2. Promoting the ability of the clients to function at their highest capacity and as independently as possible;
- 19.1.13. The right to refuse medication and treatment;
- 19.1.14. The right to referral for medical care and treatment including, if needed, assistance in finding such care in a timely manner;
- 19.1.15. The right to consultation and second opinion including:
  - 19.1.15.1. At the client's own expense, the consultative services of:



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- 19.1.15.1.1. Private physicians;
- 19.1.15.1.2. Psychologists;
- 19.1.15.1.3. Licensed drug and alcohol counselors; and
- 19.1.15.1.4. Other health practitioners; and
- 19.1.15.2. Granting to such health practitioners reasonable access to the client, as required by Section 19.1.15, in programs and allowing such practitioners to make recommendations to programs regarding the services and treatment provided by the programs;
- 19.1.16. The right, upon request, to have one or more of the following present at any treatment meeting requiring client participation and informed decision-making:
  - 19.1.16.1. Guardian;
  - 19.1.16.2. Representative;
  - 19.1.16.3. Attorney;
  - 19.1.16.4. Family member;
  - 19.1.16.5. Advocate; or
  - 19.1.16.6. Consultant; and
- 19.1.17. The right to freedom from restraint including the right to be free from seclusion and physical, mechanical or pharmacological restraint.
- 19.2. No treatment professional shall be required to administer treatment contrary to such professional's clinical judgment.
- 19.3. Programs shall, whenever possible, maximize the decision-making authority of the client.
- 19.4. In furtherance of Section 19.3 above, the following provisions shall apply to clients for whom a guardian has been appointed by a court of competent jurisdiction:
  - 19.4.1. The program shall ensure that in the course of service provision, the guardian and all persons involved in the provision of service are made aware of the client's views, preferences and aspirations;
  - 19.4.2. A guardian shall only make decisions that are within the scope of the powers set forth in the guardianship order issued by the court;
  - 19.4.3. The program shall request a copy of the guardianship order from the guardian and the order shall be kept in the client's record at the program;
  - 19.4.4. If any issues arise relative to the provision of services and supports which are outside the scope of the guardian's decision-making authority as set forth in the guardianship order, the client's choice and preference relative to those issues shall prevail unless the guardian's authority is expanded by the court to include those issues;
  - 19.4.5. A program shall take such steps as are necessary to prevent a guardian from exceeding the decision-making authority granted by the court including:
    - 19.4.5.1. Reviewing with the guardian the limits on his or her decision-making authority; and
    - 19.4.5.2. If necessary, bringing the matter to the attention of the court that appointed the guardian;
  - 19.4.6. The guardian shall act in a manner that furthers the best interests of the client;
  - 19.4.7. In acting in the best interests of the client, the guardian shall take into consideration the views, preferences and aspirations of the client;
  - 19.4.8. The program shall take such steps as are necessary to prevent a guardian from acting in a manner that does not further the best interests of the client and, if necessary, bring the matter to the attention of the court that appointed the guardian; and



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- 19.4.9. In the event that there is a dispute between the program and the guardian, the program shall inform the guardian of his or her right to bring the dispute to the attention of the probate court that appointed the guardian.
20. Termination of Services.
- 20.1. A client shall be terminated from a contractor's service if the client:
- 20.1.1. Endangers or threatens to endanger other clients or staff, or engages in illegal activity on the property of the program;
  - 20.1.2. Is no longer benefiting from the service(s) he or she is receiving;
  - 20.1.3. Cannot agree with the program on a mutually acceptable course of treatment;
  - 20.1.4. Refuses to pay for the services that he or she is receiving despite having the financial resources to do so; or
  - 20.1.5. Refuses to apply for benefits that could cover the cost of the services that he or she is receiving despite the fact that the client is or might be eligible for such benefits.
- 20.2. A termination from a contractor's services shall not occur unless the program has given both written and verbal notice to the client and client's guardian, if any, that:
- 20.2.1. Give the effective date of termination;
  - 20.2.2. List the clinical or management reasons for termination; and
  - 20.2.3. Explain the rights to appeal and the appeal process pursuant to He-C 200.
- 20.3. A contractor shall document in the record of a client who has been terminated that:
- 20.3.1. The client has been notified of the termination; and
  - 20.3.2. The termination has been approved by the program director.
21. Client Rights in Residential Programs.
- 21.1. In addition to the foregoing rights, clients of residential programs shall also have the following rights:
- 21.1.1. The right to a safe, sanitary and humane living environment;
  - 21.1.2. The right to privately communicate with others, including:
    - 21.1.2.1. The right to send and receive unopened and uncensored correspondence;
    - 21.1.2.2. The right to have reasonable access to telephones and to be allowed to make and to receive reasonable numbers of telephone calls except that residential programs may require a client to reimburse them for the cost of any calls made by the client;
    - 21.1.2.3. The right to receive and to refuse to receive visitors except that residential programs may impose reasonable restrictions on the number and time of visits in order to ensure effective provision of services; and
  - 21.1.3. The right to engage in social and recreational activities including the provision of regular opportunities for clients to engage in such activities;
  - 21.1.4. The right to privacy, including the following:
    - 21.1.4.1. The right to courtesies such as knocking on closed doors before entering and ensuring privacy for telephone calls and visits;
    - 21.1.4.2. The right to opportunities for personal interaction in a private setting except that any conduct or activity which is illegal shall be prohibited; and
    - 21.1.4.3. The right to be free from searches of their persons and possessions except in accordance with applicable constitutional and legal standards;
  - 21.1.5. The right to individual choice, including the following:
    - 21.1.5.1. The right to keep and wear their own clothes;
    - 21.1.5.2. The right to space for personal possessions;
    - 21.1.5.3. The right to keep and to read materials of their own choosing;
    - 21.1.5.4. The right to keep and spend their own money; and



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- 21.1.5.5. The right not to work and to be compensated for any work performed, except that:
  - 21.1.5.5.1. Clients may be required to perform personal housekeeping tasks within the client's own immediate living area and equitably share housekeeping tasks within the common areas of the residence, without compensation; and
  - 21.1.5.5.2. Clients may perform vocational learning tasks or work required for the operation or maintenance of a residential program, if the work is consistent with their individual treatment plans and the client is compensated for work performed; and
- 21.1.6. The right to be reimbursed for the loss of any money held in safekeeping by the residence.
- 21.2. Nothing in Section 21 shall prevent a residence from having policies governing the behavior of the residents.
- 21.3. Clients shall be informed of any house policies upon admission to the residence.
- 21.4. House policies shall be posted and such policies shall be in conformity with this section.
- 21.5. House policies shall be periodically reviewed for compliance with this section in connection with quality assurance site visits.
- 21.6. Notwithstanding Section 21.1.4.3 above, contractors may develop policies and procedures that allow searches for alcohol and illicit drugs be conducted:
  - 21.6.1. Upon the client's admission to the program; and
  - 21.6.2. If probable cause exists, including such proof as:
    - 21.6.2.1. A positive test showing presence of alcohol or illegal drugs; or
    - 21.6.2.2. Showing physical signs of intoxication or withdrawal.

**New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services**



43.7

**State of New Hampshire  
Department of Health and Human Services  
Amendment #2 to the  
Substance Use Disorder Treatment and Recovery Support Services Contract**

This 2<sup>nd</sup> Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment 2") dated this 15<sup>th</sup> day of May, 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Horizons Counseling Center, Inc. (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 25 Country Club Road, Suite 705, Gilford, NH, 03249.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on March 23, 2016 (Item #6), and amended by an agreement (Amendment #1 to the Contract) approved on June 29, 2016 (Item #25) by Governor and Executive Council, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18, and Exhibit C-1 Paragraph 3, the Department reserves the right to renew the Contract for up to two additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council; and

WHEREAS, the parties agree to extend the completion date of the agreement by three (3) months, and increase the price limitation.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

1. General Provisions (Form P-37), Block 1.6, to add Account Numbers:  
05-095-092-920510-33820000-102-500734  
05-095-092-920510-33840000-102-500734
2. General Provisions (Form P-37), Block 1.7, to read September 30, 2017.
3. General Provisions (Form P-37), Block 1.8, to increase Price Limitation to read: \$254,300.
4. General Provisions (Form P-37), Block 1.9, to read Jonathan V. Gaffo, Esq., Interim Director of Contracts and Procurement.
5. General Provisions (Form P-37), Block 1.10 to read 603-271-9246.
6. Add to Exhibit A, Section 1.3 to read:
  - 1.3 Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennium.



**New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services**

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

5/25/17  
Date

Katja S. Fox  
Katja S. Fox  
Director

Horizons Counseling Center, Inc.

5/17/2017  
Date

Jacqueline Abikoff  
Name: Jacqueline Abikoff  
Title: Executive Director

Acknowledgement of Contractor's signature:

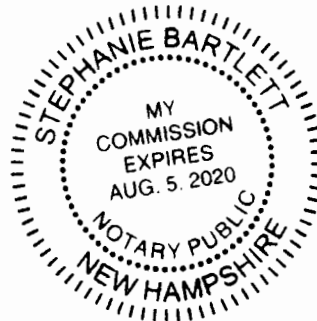
State of New Hampshire, County of Belknap on May 17, 2017, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

notarized for Jacqueline Abikoff  
StBtH

Signature of Notary Public or Justice of the Peace

Stephanie Bartlett, Notary  
Name and Title of Notary or Justice of the Peace

My Commission Expires: 8/5/2020





**New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services**



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

**OFFICE OF THE ATTORNEY GENERAL**

6/5/17  
Date

*Thomas M. Bradley*  
Name: *Tom Bradley*  
Title: *Assistant Attorney General*

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

**OFFICE OF THE SECRETARY OF STATE**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

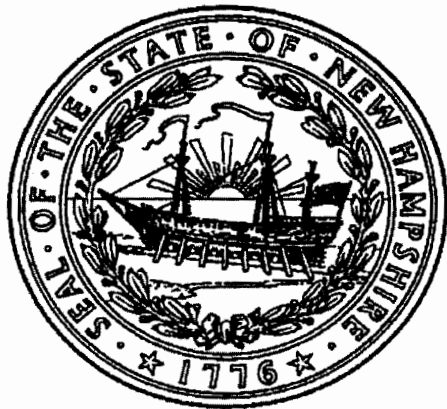
# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that HORIZONS COUNSELING CENTER, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on March 02, 1990. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 149456



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 24th day of April A.D. 2017.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

# CERTIFICATE OF VOTE

I, David Parisi, do hereby certify that:  
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Horizons Counseling Center.  
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on May 10, 2017:  
(Date)

**RESOLVED:** That the Executive Director  
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 17<sup>th</sup> day of May, 2017.  
(Date Contract Signed)

4. Jacqueline Abikoff is the duly elected Executive Director  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

David Parisi  
(Signature of the Elected Officer)

STATE OF NH

County of Bellknop

The forgoing instrument was acknowledged before me this 17<sup>th</sup> day of May, 2017.

By David Parisi  
(Name of Elected Officer of the Agency)

Kirstin Dickson  
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: \_\_\_\_\_  
KIRSTIN DICKSON  
Notary Public, State of New Hampshire  
Notary Comm. Expires Oct 21, 2020



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/6/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> CROSS INSURANCE - LACONIA 155 Court Street  Laconia NH 03246		<b>CONTACT NAME:</b> Jessica Maurais, ACSR <b>PHONE (A/C No, Ext):</b> (603) 524-2425 <b>FAX (A/C No):</b> (603) 524-3666 <b>E-MAIL ADDRESS:</b> jmaurais@crossagency.com	
<b>INSURED</b> Horizons Counseling Center 25 Country Club Rd  Gilford NH 03249		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: American Fire & Casualty INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		<b>NAIC #</b> 24066	

**COVERAGES** CERTIFICATE NUMBER: CL176612006 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			BZA57147062	6/14/2017	6/14/2018	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ Additional Liability \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b> NH-DEPT OF HEALTH & HUMAN SERVICES 129 PLEASANT ST CONCORD, NH 03301	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE Anne Fenmore/AF <i>Anne H. Fenmore</i>
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/8/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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<b>PRODUCER</b> <b>CROSS INSURANCE - LACONIA</b> 155 Court Street  Laconia NH 03246	<b>CONTACT NAME:</b> Amanda O'Brien, ACSR <b>PHONE (A/C, No, Ext):</b> (603) 524-2425 <b>E-MAIL ADDRESS:</b> aobrien@crossagency.com	<b>FAX (A/C, No):</b> (603) 524-3666
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Horizons Counseling Center 25 Country Club Rd  Gilford NH 03249	<b>INSURER A:</b> American Fire & Casualty	<b>NAIC #</b> 24066
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES** **CERTIFICATE NUMBER: CL166174128** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			BZA57147062	6/14/2016	6/14/2017	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 2,000,000
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
								\$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BZA57147062	6/14/2016	6/14/2017	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

<b>NHDHHS</b> 129 Pleasant Street Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b> A O'Brien, ACSR/AOB <i>Amanda O'Brien</i>

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/8/2017

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<b>PRODUCER</b> Byse Agency LLC. 208 Union Ave. PO Box 1346 Laconia NH 03246	<b>CONTACT NAME:</b> Kathleen Gilman <b>PHONE (A/C, No, Ext):</b> (603) 524-4242 <b>E-MAIL ADDRESS:</b> kgilman@byseinsurance.com	<b>FAX (A/C, No):</b> (603) 524-0748
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> HORIZONS COUNSELING CENTER 25 COUNTRY CLUB ROAD GILFORD NH 03249	<b>INSURER A:</b> Travelers Property Casualty Company <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	<b>NAIC #</b> 25674

**COVERAGES**                      **CERTIFICATE NUMBER:** NH DHHS 2017                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
<b>A</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB5C113621	12/15/2016	12/15/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 States for which statutory Workers Compensation is provided: NH  
 Owners/Partners/Officers/Others excluded: Board of Directors

<b>CERTIFICATE HOLDER</b> jabikoff@gmail.com  NH Dept. of Health & Human Services 129 Pleasant Street Concord, NH 03301	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE Kathleen Gilman/KAG
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# **HORIZONS COUNSELING CENTER**

## **MISSION STATEMENT**

Horizons Counseling Center is dedicated to the provision of comprehensive, quality prevention, assessment and treatment services for substance use and co-occurring mental health disorders. We seek to ensure access to services for substance abusers and their families regardless of income or ability to pay. Through community education we seek to raise awareness about the disease of addiction and to reduce the stigma associated with addiction that creates barriers to treatment and discrimination for addicted persons and their families.

Horizons Counseling Center, Inc.  
Financial Statements  
June 30, 2014 and 2013



Kenneth R. Malone, CPA  
James F. Dirubbo, CPA, CGMA  
Ronda J. Kilanowski, CPA, CGMA  
Penny I. Raby, CPA, CGMA  
Robert E. Reed, CPA  
Tracey L. Livernois, CPA  
Robert A. Lemay, CPA  
Shirley E. Perry, EA  
Stephanie A. Sinclair, EA

www.mdccpas.com  
info@mdccpas.com

501 Union Avenue, Suite 1  
Laconia, NH 03246-2817  
603-528-2241  
Fax 603-528-7624

64 Franklin Street  
Franklin, NH 03235-1610  
603-934-2942  
Fax 603-934-5384

9 West Street  
Lincoln, NH 03251  
603-745-3121  
Fax 603-745-3312

## INDEPENDENT AUDITORS' REPORT

To the Board of Trustees of  
Horizons Counseling Center, Inc.

We have audited the accompanying financial statements of Horizons Counseling Center, Inc. (a nonprofit organization), which comprise the statements of financial position as of June 30, 2014 and 2013, and the related statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

### Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Horizons Counseling Center, Inc. as of June 30, 2014 and 2013, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

*Malone, Dirubbo + Company, P.C.*

Malone, Dirubbo & Company, P.C.

Franklin, NH  
July 13, 2016

Horizons Counseling Center, Inc.  
 Statements of Financial Position  
 As of June 30,

ASSETS

	<u>2014</u>	<u>2013</u>
Current Assets		
Cash	\$ 10,774	\$ 58,064
Grants receivable	30,224	15,799
Accounts receivable (net realizable value)	25,903	43,331
Contracts receivable	6,979	10,025
Prepaid expenses	900	2,155
Total Current Assets	74,780	129,374
Property and Equipment		
Office equipment	1,930	2,790
Less: accumulated depreciation	(1,766)	(2,148)
Property and Equipment, Net	164	642
TOTAL ASSETS	\$ 74,944	\$ 130,016

LIABILITIES AND NET ASSETS

Current Liabilities		
Account payable	\$ 9,296	\$ 8,815
Payroll taxes payable	3,285	283
Loan payable - J. Abikoff	15,000	0
Total Current Liabilities	27,581	9,098
Unrestricted Net Assets	47,363	120,918
TOTAL LIABILITIES AND NET ASSETS	\$ 74,944	\$ 130,016

See accompanying notes and independent auditors' report.

Horizons Counseling Center, Inc.  
 Statements of Activities  
 For the Years Ended June 30,

	<u>2014</u>	<u>2013</u>
Support and Revenue		
Grant contract revenue	\$ 180,795	\$ 189,586
Service fees (net)	116,804	121,742
Other contract revenue	77,550	81,503
Donations	15,695	11,421
In-kind support	7,680	6,400
Other revenue	<u>2,642</u>	<u>12,639</u>
Total Support and Revenue	401,166	423,291
Expenses		
Program services	337,930	385,763
Management and general expenses	<u>136,791</u>	<u>130,202</u>
Total Expenses	<u>474,721</u>	<u>515,965</u>
Increase (Decrease) in Unrestricted Net Assets	(73,555)	(92,674)
Net Assets at Beginning of Year	<u>120,918</u>	<u>213,592</u>
Net Assets at End of Year	<u>\$ 47,363</u>	<u>\$ 120,918</u>

See accompanying notes and independent auditors' report.

Horizons Counseling Center, Inc.  
Statement of Functional Expenses  
For the Year Ended June 30, 2014

	<u>Program Services</u>	<u>Management &amp; General</u>	<u>Total</u>
Salary- clinicians	\$ 223,975	\$ 15,120	\$ 239,095
Salary- executive director	14,000	56,000	70,000
Salary - administrative	0	17,294	17,294
Employee benefits	38,745	20,315	59,060
Payroll tax expense	18,805	7,140	25,945
Donated program services	7,680	0	7,680
Advertising and promotions	0	34	34
Depreciation	0	320	320
Professional development	0	55	55
Liability insurance	0	4,606	4,606
Office supplies	0	2,065	2,065
Postage	0	475	475
Rent	20,666	5,167	25,833
Telephone and internet	3,052	763	3,815
Utilities	4,255	1,064	5,319
Professional fees - accounting	0	6,079	6,079
Professional fees - consulting	6,520	0	6,520
Penalties & fees	0	72	72
Loss on disposal of assets	0	158	158
Miscellaneous expense	232	64	296
	<hr/>	<hr/>	<hr/>
Total Expenses	<u>\$ 337,930</u>	<u>\$ 136,791</u>	<u>\$ 474,721</u>

See accompanying notes and independent auditors' report.

Horizons Counseling Center, Inc.  
Statement of Functional Expenses  
For the Year Ended June 30, 2013

	<u>Program Services</u>	<u>Management &amp; General</u>	<u>Total</u>
Salary- clinicians	\$ 264,029	\$ 15,120	\$ 279,149
Salary- executive director	14,000	56,000	70,000
Salary - administrative	0	7,250	7,250
Employee benefits	42,421	23,823	66,244
Payroll tax expense	22,578	6,265	28,843
Donated program services	6,400	0	6,400
Advertising and promotions	0	50	50
Depreciation	0	340	340
Professional development	0	255	255
Liability insurance	0	4,756	4,756
Office supplies	0	1,489	1,489
Postage	0	669	669
Rent	23,885	5,971	29,856
Telephone and internet	2,004	655	2,659
Utilities	4,014	1,003	5,017
Professional fees - accounting	0	575	575
Professional fees - auditing	0	5,600	5,600
Professional fees - consulting	6,000	0	6,000
Miscellaneous expense	432	381	813
	<u>385,763</u>	<u>130,202</u>	<u>515,965</u>
Total Expenses	<u>\$ 385,763</u>	<u>\$ 130,202</u>	<u>\$ 515,965</u>

See accompanying notes and independent auditors' report.

Horizons Counseling Center, Inc.  
 Statements of Cash Flows  
 For the Years Ended June 30,

	<u>2014</u>	<u>2013</u>
Cash Flows from Operating Activities		
Change in Net Assets	\$ (73,555)	\$ (92,674)
Adjustments to reconcile increase (decrease) in net assets to net cash provided by (used in) operating activities:		
Depreciation expense	320	340
Loss on disposal of assets	158	0
Decrease (increase) in operating assets:		
Grants and contracts receivable	(11,379)	14,485
Accounts receivable	17,428	(10,388)
Other current assets	1,255	(1,800)
Increase (decrease) in operating liabilities:		
Accounts payable	481	447
Accrued liabilities	<u>3,002</u>	<u>(27)</u>
Net cash provided by (used in) operating activities	<u>(62,290)</u>	<u>(89,617)</u>
Cash Flows from Financing Activities		
Related party loan	<u>15,000</u>	<u>0</u>
Net cash provided by (used in) financing activities	<u>15,000</u>	<u>0</u>
Net increase (decrease) in cash	(47,290)	(89,617)
Cash at beginning of year	<u>58,064</u>	<u>147,681</u>
Cash at end of year	<u>\$ 10,774</u>	<u>\$ 58,064</u>

See accompanying notes and independent auditors' report.

Horizons Counseling Center, Inc.  
Notes to Financial Statements  
June 30, 2014 and 2013

Note 1: Organization

Horizons Counseling Center, Inc. is a New Hampshire non-profit organization incorporated March 2, 1990. The Organization is dedicated to providing quality mental health care services for the comprehensive prevention, assessment and treatment of substance abuse and dependence, and related behavioral matters. Services are provided to substance abusers, their families and others affected by the substance abuse. The Organization is dedicated to providing these services to those of limited financial ability, regardless of their ability to pay.

Note 2: Summary of Significant Accounting Policies

Accounting Method

The financial statements have been prepared using the accrual basis of accounting. Under the accrual basis of accounting, revenues are recognized when they are earned and expenses are recorded at the time liabilities are incurred.

Net Assets

The Organization reports its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets.

Unrestricted Net Assets include the portion of funds that are not restricted by donor or grantor and are available for support of the Organizations' operation.

Temporarily Restricted Net Assets include the portion of funds for which donor or grantor restrictions have not yet been met and for which the ultimate purpose of the proceeds are not permanently restricted.

Permanently Restricted Net Assets include the portion of funds for which donor or grantor imposed restrictions require the funds to be maintained permanently by the Organization.

Cash and Cash Equivalents

For the purposes of the statement of cash flows, the Organization considers all highly liquid investments available for current use with an initial maturity of three months or less to be cash equivalents.

Accounts Receivable

Accounts receivable is stated at net realizable value and consists of amounts due from clients for services rendered. Service fees are recorded in the year in which the service is performed. Uncollectible amounts, estimated by management based on historical data, are recorded in the period during which the services are provided even though the actual amounts may become known at a later date.

Horizons Counseling Center, Inc.  
Notes to Financial Statements  
June 30, 2014 and 2013

Note 2: Summary of Significant Accounting Policies – continued

Accounts Receivable - continued

Under terms of the State grant the Organization receives, no patient may be denied services for an inability to pay, resulting in services that are provided but are never expected to result in cash flows. These services estimated at approximately 54% of billings; do not qualify for recognition as receivables or revenue.

Property and Equipment

Property and equipment are recorded at cost or, if donated, at their fair market value at the date of donation. Maintenance and repairs are charged to operations when incurred; major purchases and improvements are capitalized. Fixed assets, consisting of computer and telephone equipment are being depreciated over a five year period using the straight line method.

Grants

The State of New Hampshire, in accordance with a grant contract with the Organization, allows any surplus of revenues over expenses to be used on activities approved by the grant contract with the State of New Hampshire, Department of Health and Human Services – Bureau of Drug and Alcohol Services (BDAS) to cover Medicaid shortfalls or to be expended at HCC's discretion to increase or improve service delivery within the programs specified by the contract except that such expenditures shall not increase the annualized operating cost of such programs without the prior written approval of BDAS. (See Note 5)

Contributions

Contributions received are recorded as unrestricted, temporarily restricted, or permanently restricted support depending on the existence and/or nature of any donor restrictions. When a restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions. The Organization has chosen to record restricted contributions whose restrictions are met in the same reporting period as unrestricted contributions.

Schedules of Functional Expenses

The costs of providing various program and management services have been summarized on a functional basis in the Statement of Functional Expenses. Accordingly, certain costs have been allocated amongst the program services and management services benefited based on actual costs and analysis of personnel time.



Horizons Counseling Center, Inc.  
Notes to Financial Statements  
June 30, 2014 and 2013

Note 2: Summary of Significant Accounting Policies – continued

Use of Estimates

Preparation of the Organizations' financial statements, in conformity with generally accepted accounting principles, requires management to make estimates and assumptions that affect reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of income and expenses during the reporting period. Actual results could vary from these estimates.

In-Kind Contributions

In-kind contributions are recorded at fair market value and recognized as revenue in the accounting period in which they are received. During the years ended June 30, 2014 and 2013, donated professional services of 7,680 and \$6,400 were received and recorded in the financial statements.

The Organization rents from a related party (see note). The rent paid in the fiscal year ended June 30, 2014 was determined to be below market value. The donated amount would approximate \$7,700.

Volunteers, mainly board members, donate time to the Organization's program services. These services have not been included in donated materials and services because their value has not been determined.

Federally Insured Limits

The Organization maintains its cash account at one financial institution, which is secured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000 in aggregate. The Organization has not exceeded this limit for the years ending June 30, 2014 and 2013.

Tax Status

The Organization is exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code and did not conduct unrelated business activities. Therefore, there is no provision for federal income taxes in the accompanying financial statements. In addition, the Organization has been determined by the IRS not to be a private foundation within the meaning of Section 590(a) of the Internal Revenue Code.

Horizons Counseling Center, Inc.  
Notes to Financial Statements  
June 30, 2014 and 2013

Note 3: Leased Facilities and Related Party

The Organization rents the Gilford office from a related party, the spouse of the Executive Director. The rental agreement is unwritten, but annual rental payments are approved each year by the Board of Directors. For the years ended June 30, 2014 and 2013 the total rent paid to the related party was \$10,233 and \$14,406, respectively.

For the years ended June 30, 2014 and 2013, the Organization also rented space in Plymouth, New Hampshire. A 24 month lease agreement was entered into on January 1, 2012, which calls for monthly rent payments of \$475. This amount was reduced for the last six months of 2013 to \$325. A 12 month lease agreement was entered into on January 1, 2014, which calls for monthly rent payments of \$325. The total rent for the Plymouth office for the June 30, 2014 and 2013 was \$3,900 and \$5,550, respectively.

Effective August 6, 2012, the Organization rented space in Gilford, New Hampshire. The lease is for one year, which calls for monthly rent payments of \$900. Total rent paid for the year ended June 30, 2014 was \$10,800 and \$9,900.

Note 4: Concentration of Risk

The Organization grants credit to its patients, most of whom are local residents and some of whom are insured under third party payer agreements. Based upon factors surrounding the credit risk of specific patients, historical trends, and other information, the Organization has estimated the collectible balances for patient receivables. No collateral or other security to support patient receivables is required.

The Organization receives the majority of its support from the New Hampshire Department of Health and Human Services. In the event that this support were to be eliminated, it is likely that the Organization would need to reduce its current operations.

Note 5: Grant Revenue and Support

The Organization receives substantial funding in the form of grants from the New Hampshire Department of Health and Human Services - Bureau of Drug and Alcohol Services (BDAS). The Organization reports the grant funding as income for the period in which services are rendered and costs are incurred.

Under the terms of the grant, no patient may be denied services due to an inability to pay for such services. Consequently, all patients are billed on a sliding fee scale based upon their financial resources. The difference between the established rates and the amount collectible and the difference between the established rates and third-party payments are deducted from gross service revenue.

Horizons Counseling Center, Inc.  
Notes to Financial Statements  
June 30, 2014 and 2013

Note 6: Related Party

During the year ended June 30, 2014, the Organization received donations totaling \$200 from relatives of the Executive Director.

The Organization also received a \$15,000 loan from the Executive Director. This is a demand loan and interest will be paid using the applicable federal blended rate for 2014 of .28%.

During the year ended June 30, 2013, the Organization received donations totaling \$10,500 from relatives of the executive director.

Note 7: Subsequent Events

Management has evaluated subsequent events through July 13, 2016, which is the date the financial statements were available to be issued.

HORIZONS COUNSELING CENTER

PRESIDENT:

David Parisi, LICSW, MLADC  
Gilford, NH 03249

VICE –PRESIDENT:

Jan Best  
Gilmanton, NH 032

TREASURER:

Rosanne Sheridan, RN  
Gilford, NH 03249

SECRETARY:

Donna Mooney  
Gilford, NH 03249

EXECUTIVE DIRECTOR:

Jacqui Abikoff, LICSW, MLADC  
Gilford, NH 03249

DIRECTORS:

Susan Flanders  
Laconia, NH 03246

Suzanne Rock, Esq.  
Gilford, NH 03249

Michele Wetherbee  
Weirs Beach, NH 03247

**JACQUELINE HOCHWEISS ABIKOFF**

**OFFICE: 603-524-8005**

**CREDENTIALS:**

**LICSW NH Licensed Independent Clinical Social Worker**  
**MLADC NH Licensed Alcohol and Drug Counselor**  
**ACSW Academy of Certified Social Workers**  
**Diplomate in Clinical Social Work**

**EDUCATION:**

**1980 Master of Social Work**  
Portland State University, Portland, OR

**1972 Bachelor of Arts**  
Barnard College, New York, NY

**PROFESSIONAL EXPERIENCE:**

**1987 – Present Horizons Counseling Center, Laconia, NH**  
**Executive Director**  
Administrative, fiscal and clinical management of non-profit agency treating substance abuse and co-occurring disorders. Responsibilities include program development and implementation, clinical supervision, grant writing, fund raising, community relations, budgetary management.  
Responsible to the Board of Directors.

**1986 – Present Consultant and trainer on co-occurring substance use and mental health disorders, domestic and sexual violence, forensics, criminal justice and confidentiality and professional ethics.**

**2002 - 2012 New Hampshire Training Institute on Addictive Disorders**  
**Project Manager**

**1988 – Present Faculty, New England School of Addiction Studies**

**2000, 2010 Faculty, New England Best Practices School of Addiction Studies**

**1983 – 1987 Lakes Region Mental Health Center, Laconia, NH**  
**Coordinator of Emergency Services (1985-87)**  
Administrative, programmatic and clinical responsibility for a 24 hour crisis response program providing crisis intervention/stabilization, evaluation, diagnosis, suicide prevention and brief treatment.  
Coordination of brief psychiatric in-patient treatment program.  
Supervision of clinical staff and interns.  
**Emergency Services and Brief Hospitalization Clinician (1983-85)**

**1981 – 1983 Child and Family Services, Knoxville, TN**  
**Social Worker / Therapist**  
**Protective Services Counseling Program/Family Crisis Center**

**1979 – 1980 Child Protective Services, Portland, OR**  
**Clinical Intern, Intake and Assessment Unit, Sexual Abuse Project**

**1978 – 1979 Portland Public Schools, Portland, OR**  
**School Social Work Intern**

**Jacqueline Hochweiss Abikoff**  
**Page 2**

**1973 – 1978**                    **Holyoke Public Schools, Holyoke, MA**  
**Guidance Counselor, Bilingual Education**  
**Elementary Bilingual Education Teacher**

**1972 – 1973**                    **Brandeis High School, New York, NY**  
**Spanish Teacher**

**COMMUNITY SERVICE:**

NH Board of Licensing for Alcohol and Other Drug Use Professionals 2009 – 2015, Chair 2012-2015  
NH Commission to Examine Driving While Impaired (DWI) Education and Intervention Programs. 2011-13  
NH Governors Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment  
Co-occurring Disorders Treatment Task Force 2005 - 2010  
Chair, Peer Review Committee for NH Board of Alcohol and Drug Abuse Professional Practice 1998-2006  
NH Certification Board for Alcohol and Drug Abuse Counselors 1992-98, Board Chair; 1995-98  
Training Supervisor, International Certification & Reciprocity Consortium, Alcohol and Other Drug  
Abuse, 1987 – 2008  
Board of Directors, NH Alcohol and Drug Abuse Counselors Association, Public Policy Chair, 2001-2013,  
President 2003 – 2005, Treasurer: 2000 – 2002, Chair, Ethics Committee: 1991-1994 and 2011-13  
NAADAC, the Association of Addictions Professionals, Public Policy Committee, 2004- 2007. PAC Committee  
Trustee, 2008-2014  
Board of Directors NH Alcohol and Other Drug Abuse Service Providers Association and Public Policy Chair  
2004-Present, Vice-President for Treatment, 2010-2015  
Commission to Examine Driving While Impaired Prevention and Treatment Programs, 2010-2012  
Winnepesaukee Region Public Health Council, 2013-Present  
Methamphetamine Commission, 2005-2006  
Board of Directors, NH Task Force on Women and Addiction, 2004-2005  
Board of Directors, New Hampshire Addiction Services Providers Network, 2000 - 2002  
New Hampshire Behavioral Health Disaster Planning Committee, 2003 – 2005  
Central New Hampshire Behavioral Health Disaster Response Team, 2005-Present, Team Leader, 2005-2006  
Behavioral Health Network (Blue Cross Blue Shield) Quality Assurance Advisory Committee, 2001-2007  
Behavioral Health Network (Blue Cross Blue Shield) Professional Credentialing Committee, 2001-2007  
Anthem / Wellspring Professional Advisory Board, Northeast Region, 2007 - 2010  
Belknap County Addiction Task Force, Chair, 2002 –2005  
Classification Board, Belknap County Department of Corrections, 1990–2003  
Treasurer, Board of Directors, Friends of Recovery-New Hampshire, 2000-2002  
Chair, Cultural Sensitivity Committee, International Certification & Reciprocity Consortium, 1999-2001  
Belknap County Citizens Council on Children and Families Juvenile Justice Advisory Board, 2002 – 2005  
Board of Directors, New Beginnings: A Women's Crisis Center, Laconia, NH, 1991–1994  
New Hampshire Coalition Against Domestic and Sexual Violence Grants Committee, 1983-85  
Charter Member, Board of Directors, Tennessee Coalition Against Domestic Violence 1981 -1983

LYNNE THELMA TOWLE

[REDACTED]  
[REDACTED]  
[REDACTED] OFFICE: 603-524-8005

**CREDENTIALS:** LCMHC NH Licensed Mental Health Counselor # 223  
MLADC NH Master Licensed Alcohol and Drug Counselor #448

**EDUCATION:**

1992- Present: On-going education in substance abuse, mental health issues, ethics, adolescent treatment issues, domestic violence and women's issues.

1992- Master of Arts in Counseling Psychology, Antioch New England Graduate School, Keene, NH.

1985- Bachelor of Arts, University of New Hampshire, Durham, NH

**PROFESSIONAL EXPERIENCE:**

August 1993 – present Horizons Counseling Center, Gilford, New Hampshire  
Assistant Director/Senior Clinician

- Provide individual, group and evaluation services to adults and adolescents with substance use and/or co-occurring disorders.
- Provide 24-hour emergency services to clients in crisis.
- Manage all aspects of electronic health record (WITS).
- Provide administrative support to Director.

July 1992-July 1993 State of NH, Transitional Housing, Concord, NH  
Director of Census Management

April 1986 – July 1992 State of NH, New Hampshire Hospital, Concord, NH  
Behavior Specialist

June 1985 – April 1986 State of NH, New Hampshire Hospital, Concord, NH  
Mental Health Worker

**COMMUNITY SERVICE:**

Board of Director, New Hampshire Alcohol and Drug Abuse Counselors Association

- Regional Representative 1995-1998
- Executive Board: Secretary 1998-2002
- Regional Representative 2013-2014
- Executive Board: Secretary 2015-present

Board of Director, New Hampshire Provider's Association (July 2015-present)

**AFFILIATIONS:**

National Association of Drug and Alcohol Abuse Counselors (NAADAC)  
NH Alcohol and Drug Abuse Counselors Association (NHADACA)  
NH Providers Association

**REFERENCES:** Will be furnished upon request

Amanda M. Snyder



**Experience:**

August 2012 – Present  
**Horizons Counseling** Gilford, NH  
Counselor

December 2008 – Present  
**Phoenix House Franklin Center** Franklin, NH  
Counselor

August 2007 – January 2009  
**The New England Salem Children's Trust** Rumney, NH  
Child Development Counselor

July 2006 – July 2007  
**Mount Prospect Academy** Plymouth, NH  
Awake Overnight Supervisor

December 2003 – July 2006  
**Comfort Inn and Suites** Lincoln, NH  
Executive Housekeeper

June 2003 – December 2003  
**The Christmas Loft** Lincoln, NH  
Sales Associate

December 2002 – March 2003  
**Sport Thoma** Lincoln, NH  
Manager West Base Store

**Education:**

Associates Degree:  
Granite State College  
Concord, New Hampshire  
AS Degree in Behavioral Science  
Received December 2008

Bachelors Degree:  
Granite State College  
Concord, New Hampshire  
BS Degree in Behavioral Science  
Minor in Human Development  
Received September 2010

**Certifications and Licenses Held:**

Licensed Alcohol and Drug Counselor (expires January 2016)  
Prime for Life Instructor #NH16201  
American Red Cross Standard First Aid (expires 4/12 2016)  
American Red Cross CPR and AED (expires 4/12/2016)  
NH Teen Responsibility and Independent Living Skills (NH TRAILS) trained



Laura J. Moody



**EDUCATIONAL EXPERIENCE**

**University of New Hampshire Graduate School- Durham, NH** **May 2016**  
Master's Degree in Social Work

**Belknap County House of Corrections- Laconia, NH** **August 2015- May 2016**  
2<sup>nd</sup> year MSW internship

**Nathan Brody IOP at Horizons Counseling Center** **September 2014- May 2015**  
1<sup>st</sup> year MSW internship

**Family Resource Center of Central New Hampshire- Laconia, NH** **August 2013-March 2014**  
Internship/Field Experience

**University of New Hampshire- Durham, NH** **2004-2008**  
Bachelor's Degree in Child and Family Studies  
Minors in Social Work and Adolescent Development  
Institutional Honors: Cum Laude

**EMPLOYEE EXPERIENCE**

**Horizons Counseling Center- Substance Abuse Counselor** **May 2015-present**  
Counselor in the Nathan Brody Intensive Outpatient Program working with clients with substance use and co-occurring mental health disorders  
Outpatient individual therapy, assessment, diagnosis and treatment planning.  
Lead counselor for the CORE Program, and intensive co-occurring disorders program in the Belknap County House of Correction focusing on cognitive-behavioral approaches to behavioral health and criminal thinking  
Supervisor: Jacqui Abikoff 603-524-8005

**Riverbend Community Mental Health - Franklin, NH- Adult Case Manager** **October 2011-August 2015**  
Functional Support Provider supporting clients in multiple settings in the community and in the home  
Exposed to a wide variety of severe and persistent mental illnesses  
Ability to write creative, articulate treatment plans, updates for clinical databases, and eligibilities for SPMI clients  
Educated in accessing community support for low-income households, including Medicaid and Social Security  
Trained in lethality assessment, antipsychotic medications, and dual diagnoses; certified IMR trainer  
Supervisor: Sarah Gagnon 603-934-3400

**Community Services Council of NH- Pembroke, NH- Direct Support Professional** **June 2010- August 2011**  
Ability to stay calm during crisis situations  
Certified to intervene in crisis with very challenging behavior  
Observe, record, and report behavior and work as a team to keep clients and staff safe  
Supervisor: Mary Acevedo 603-721-9279

**Granite Bay Connections- Manchester, NH- Direct Support Professional** **May 2008- February 2010**  
Employee of the month for August 2008  
Several awards of appreciation and excellence in paperwork  
Assist disabled individuals with every aspect of life- hygiene, nutrition, rest, social skills, etc...  
Certified to administer medication and intervene in crisis; educated in client rights and empowerment  
Supervisor: Michael Gagnon 603-512-1668

Suzann J. Caldon



**RESUME**

**EDUCATION/LICENSURE**

- 1967 Graduated- Laconia High School
- 1970 Graduated- Mary Hitchcock Memorial Hospital School of Nursing  
Registered Nurse (RN), State of NH since June 1970
- 1992 Certification as an Addictions Registered Nurse, (CARN)
- 2002 License Alcohol Drug Counselor, (LADC)

**EMPLOYMENT HISTORY:**

9/2012- current Horizons Counseling Center

Nathan Brody Program Director  
At Horizons Counseling Center

1979-2012 LRGHealthcare

1992-2012 Program Coordinator  
Nathan Brody Chemical Dependency Intensive Outpatient Program  
LRGHealthcare  
Laconia, NH

1990-1992 Program Coordinator for Detoxification and cd Nursing Unit  
Lakes Region General Hospital (LRGHealthcare)

1987-1990 Clinical Coordinator on a 32 bed Detoxification and CD Nursing Unit  
Lakes Region General Hospital (LRGHealthcare)

1970-1977 Staff Nurse, Full time/Per Diem  
Concord Hospital Concord, NH

**PRESENT JOB RESPONSIBILITIES**

Supervise Program Staff

- Daily program management / marketing
- Staff, client and community education
- Direct client services

**MAINTAINS:**

- 30 Hours CEUs for RN every 2 years
- 60 Hours CEUs for CARN every 4 years
- 48 Hours CEUs for LADC every 2 years

**AFFILIATIONS:**

New Hampshire Association of Alcohol & Drug Counselor

+**REFERENCES:** Available upon request

Jennifer Parker, LADC

[REDACTED]

[REDACTED]

## Objective

To continue employment in a substance abuse profession.

## Experience

April 2016 to present                      Horizons Counseling Center                      Gilford, NH

### Program Coordinator

- Program Coordinator of Nathan Brody Intensive Outpatient Program
- Oversee clinical operations including carrying a case load
- Lead and observe group process and education groups
- Obtain insurance authorizations
- Review and complete clinical documentation

March 2015 to April 2016                      Phoenix House Transitional Living                      Northfield, NH

### Program Director

- Licensed Alcohol and Drug Counselor as of December 8<sup>th</sup>, 2011
- Lead education groups, process groups, individual sessions
- Trained in Seeking Safety, Motivational Interviewing, Dialectical Behavior Therapy
- Proficient in Welligent and WITS electronic health records, Microsoft Office, VOIP phone, Webex
- Completing paperwork including: intake, ASI, progress notes, discharge summaries
- Working towards Licensed Clinical Supervisor credential, provide supervision to non-licensed staff
- Managing all staff, hiring, termination
- Involved in Franklin Mayor's Drug Task Force, United Way Capital Area Public Health Network

August 2008 to March 2015                      Phoenix House Franklin Center                      Franklin, NH

### Assistant Director

- Licensed Alcohol and Drug Counselor as of December 8<sup>th</sup>, 2011
- Lead education groups, process groups, individual sessions
- Trained in Seeking Safety, Motivational Interviewing
- Completing paperwork including: intake, ASI, progress notes, discharge summaries
- Working towards Licensed Clinical Supervisor credential

October 2012- present

NHSA Ride into Winter

Tilton, NH

Assist the Club Volunteer Program Coordinator

- Collect and review volunteer paperwork
- Conduct volunteer orientation before event
- Assign and oversee volunteer responsibilities during event
- Collect and review timecards
- Calculate timecards and create spreadsheet for Financial Director

August 2015- present

NHSA Ride in For Camp Sno-Mo

Tilton, NH

Co-Leader of Live Auction

- Assist in organizing event
- Organize and document all live auction items
- Create spreadsheet and Powerpoint presentation for live auction event
- Collect payments for live auction items

## **References**

References are available upon request.

**Rowan McFadden**

[REDACTED]

[REDACTED]

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**Education**

University of Maine at Farmington-- Farmington, Maine

BA, Psychology, Minor in Women's and Gender Studies, December 2016, *Magna Cum Laude*

Maine School of Science and Mathematics – Limestone, Maine

High School Diploma, May 2013

- Awarded Luke Shorty Mathematics Award

**Professional Experience**

Horizons Counseling Center-- Gilford, New Hampshire

March 2017-present

Substance Abuse Counselor

- Responsible for group and individual counseling with intensive outpatient clients
- Responsible for creating assessments and treatment plans for both group and individual counseling clients
- Maintained clinical records for both group and individual clients

Hardy Girls Healthy Women—Waterville, Maine

May-August 2016

- Responsible for coordination of week long summer camp for girls age 6-10
- Created supporting material for summer camp, including activities that focused on the empowerment of young girls
- Responsible for coordination with various local businesses to expose campers to variety of gender nontraditional career paths
- Conducted grant research and compiled criteria based results

New England Institute of Addiction Studies – Augusta, Maine

Summers 2010-2012

- Responsible for Audio/Visual setup in classrooms including projectors, overheads, and VHS/DVD players. 24 classes ran simultaneously.
- Provided administrative support such as photocopying, collating and shredding
- Performed general data entry for school registration and evaluation purposes

AdCare Educational Institute of Maine—Augusta, Maine

2008-2011

Youth specialist

- Worked with group of youth from across Maine to help in the prevention of underage drinking and substance use
- Participated in topic related press conferences as well as local community coalition presentations
- Participated in monthly meetings and event attendance

**Additional Trainings**

- Racism of the Well Intended- May 8, 2016
- Trans 101 for Substance Abuse Professionals- September 9, 2016

**Technology Skills**

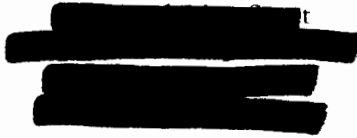
- Proficient with multiple computer systems such as Mac OS as well as Windows OS
- Proficient with Excel and Microsoft suite of programs as well as social media and maintenance of social media pages

**Accomplishments**

- Presented “Perceptions of Discipline from Lesbian Parents versus Heterosexual Parents” at **Mainely Data** conference—Waterville, Maine 2016
- Presented “Youth as Leaders of Change” at the national **Office of Juvenile Justice and Delinquency Prevention/ Underage Drinking Enforcement Training Center** conference— Orlando, Florida 2011

References available upon request

KRISTI LIEBAU



EDUCATION: GED

EXPERIENCE:

12/2016 - Present

Horizons Counseling Center, Laconia, NH

Recovery Support Worker

Provide peer-to-peer recovery support on an individual and group basis to clients in the Horizons Counseling Center outpatient and intensive outpatient programs.

Provide client education around peer recovery support resources available in the community, health care, HIV, HCV, STDs, job search skills, and access to other necessary resources.

Conduct Interim Services groups for individuals awaiting a slot in a Horizons Counseling Center program or in a program at a level of care not available through Horizons services.

Provide recovery support for individuals in integrated Medication Assisted Treatment services.

Conduct Continuous Recovery Monitoring Services for clients being discharged from treatment at Horizons.

REGINA GUAY



EDUCATION:

GED

EXPERIENCE:

12/2016 - Present

**Horizons Counseling Center, Laconia, NH**  
**Recovery Support Worker**

Provide peer-to-peer recovery support on an individual and group basis to clients in the Horizons Counseling Center outpatient and intensive outpatient programs.

Provide client education around peer recovery support resources available in the community, health care, HIV, HCV, STDs, job search skills, and access to other necessary resources.

Conduct Interim Services groups for individuals awaiting a slot in a Horizons Counseling Center program or in a program at a level of care not available through Horizons services.

Provide recovery support for individuals in integrated Medication Assisted Treatment services.

Conduct Continuous Recovery Monitoring Services for clients being discharged from treatment at Horizons.



## KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Vendor Name: Horizons Counseling Center

Name of Program/Service: Substance Use Disorder Outpatient and Intensive Outpatient Treatment and Recovery Support Services

BUDGET PERIOD:			
Name & Title Key Administrative Personnel	Annual Salary of Key Administrative Personnel	Percentage of Salary Paid by Contract	Total Salary Amount Paid by Contract
Jacqui Abikoff	\$70,000	12.00%	\$8,400.00
Lynne Towle	\$52,400	25.00%	\$13,100.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)</b>			<b>\$21,500.00</b>

Key Administrative Personnel are top-level agency leadership (Executive Director, CEO, CFO, etc.). These personnel MUST be listed, **even if no salary is paid from the contract**. Provide their name, title, annual salary and percentage of annual salary paid from the agreement.



25 mac

**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**DIVISION OF BEHAVIORAL HEALTH**

Jeffrey A. Meyers  
 Commissioner

Katja S. Fox  
 Director

129 PLEASANT STREET, CONCORD, NH 03301  
 603-271-9422 1-800-852-3345 Ext. 9422  
 Fax: 603-271-8431 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

June 16, 2016

6/29/16 #25

Her Excellency, Governor Margaret Wood Hassan  
 and the Honorable Council  
 State House  
 Concord, New Hampshire 03301

**REQUESTED ACTION**

1. Authorize the Department of Health and Human Services, Bureau of Drug and Alcohol Services, to enter into amendments to existing Agreements with the Vendors listed below, except for Tri-County Community Action Program, Inc., to increase the service rates. The service rates' increase will raise compensation for direct services staff and modify supervision requirements, effective upon the date of Governor and Executive Council approval.
2. Authorize the Department of Health and Human Services, Bureau of Drug and Alcohol Services, to enter into an Amendment with South Eastern New Hampshire Alcohol and Drug Abuse Services, 272 County Farm Road, Dover, NH, 03820, to expand the types of substance use disorder treatment services being offered to clients by adding partial hospitalization services, transitional living services, and withdrawal management services, effective upon the date of Governor and Executive Council approval.

There are no changes to the Agreements' combined price limitation of \$12, 032,600 and no changes to the completion dates of June 30, 2017. The original contracts were approved by Governor and Executive Council on March 23, 2016 (Item #6), except for contract with Goodwin Community Health which was approved on June 1, 2016 (Item #12). An amendment for Tri-County Community Action was approved by Governor and Executive Council on June 15, 2016 (Late Item #A1). The sources of funds for these actions are as follows: 64.5% Federal, 21.5% General, and 14% Other Funds.

Summary of Contract Vendors by Amounts:

Vendor	Current Budgeted Amount	Increase /Decrease Amount	Revised Budget Amount
Concord Hospital, Inc. Concord	\$72,700	\$0	\$72,700
Families First of the Greater Seacoast, Portsmouth	\$35,900	\$0	\$35,900
Families in Transition, Manchester	\$357,600	\$0	\$357,600
Goodwin Community Health	\$489,500	\$0	\$489,500
Grafton County Department of Corrections, North Haverhill	\$95,300	\$0	\$95,300
Greater Nashua Council on Alcoholism, Inc., Nashua	\$3,734,500	\$0	\$3,734,500
HALO Educational Systems, Canaan	\$678,400	\$0	\$678,400
Headrest, Inc., Lebanon	\$453,700	\$0	\$453,700
Horizons Counseling Center, Inc., Gilford	\$239,900	\$0	\$239,900
Manchester Alcoholism Rehabilitation Center, Manchester	\$643,300	\$0	\$643,300
National Council on Alcoholism and Drug Dependency/Greater Manchester, Manchester	\$1,715,000	\$0	\$1,715,000
Phoenix Houses of New England, Providence Rhode	\$1,497,600	\$0	\$1,497,600

Vendor	Current Budgeted Amount	Increase /Decrease Amount	Revised Budget Amount
Island			
South Eastern New Hampshire Alcohol and Drug Abuse Services, Dover	\$1,455,800	\$0	\$1,455,800
Tri-County Community Action Program, Inc. Berlin	\$460,000	\$0	\$460,400
The Youth Council, Nashua	\$103,000	\$0	\$103,000
<b>Total</b>	<b>\$12,032,600</b>	<b>\$0</b>	<b>\$12,032,600</b>

Funds to support this request are available in State Fiscal Years 2016 and 2017 in the following accounts, with the authority to adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, without approval of the Governor and Executive Council.

**Please see attached financial details.**

**EXPLANATION**

The attached amendments represent the final fourteen (14) of a total of fifteen (15) amendments with a total combined price limitation of \$12,032,600. On June 15, 2016 (Late Item #A1), Governor and Executive Council approved an amendment with Tri-County Community Action Program, Inc. to allow the Contractor to be reimbursed for services at increased rates, to modify the personnel supervision, and to provide planning activities for new construction or renovations for residential substance use disorder treatment services.

The current substance use disorders treatment workforce in New Hampshire is inadequate to meet the needs of individuals, families and communities across the state. Many factors contribute to this workforce shortage; two factors are low compensation and an insufficient pool of qualified supervisors.

Approval of these fourteen (14) Amendments will allow the Contractors to be reimbursed for services at increased rates and modify the personnel supervision requirements. The higher rates will increase the compensation for direct service staff providing substance use disorder treatment and recovery support services to clients. In addition, these Amendments allow the Contractor's qualified supervisors to provide clinical supervision to a larger number of clinicians to better leverage the available pool of qualified supervisors.

Approval of South Eastern New Hampshire Services' Amendment will allow the Contractor to expand the array of substance use disorder treatment services available in the greater Dover area. The Contractor will add partial hospitalization services, transitional living services, and withdrawal management to their scope of services. Historically, this array has been somewhat limited; however, changes within the organization have led to a request to expand the available service array to include services that are critically needed in the area.

The Department is not seeking an increase to the price limitations to these Agreements because the Contractors have been billing other public and private insurance sources as more and more New Hampshire citizens have health insurance that covers these services. The Contractors' seek reimbursement from the Department for only those services that are not covered by any public or private insurance. Not increasing the price limitation allows the Department to utilize available funding for other types of services such as substance misuse prevention, early intervention and recovery support services. The Department will monitor the utilization and spending of the Contractors. If needed, the Department will submit future amendments to increase the Agreements' price limitations to ensure services are available to citizens of New Hampshire.

These amendments are part of the Department's overall strategy to respond to the opioid epidemic that continues to negatively impact New Hampshire's individuals, families, and communities as well as to respond to other types of substance use disorders. In 2014 there were 326 drug overdose

deaths in New Hampshire, in 2015 there were 431. This number is expected to increase as cases are still pending analysis.

These contractors were selected through a competitive bid process.

The Department will monitor the performance of the Vendors by reviewing monthly reports such as the number of clients admitted to and discharged from the substance use disorder treatment programs and post-discharge follow up, quarterly usage of the number of clients and services being provided by the Contractors, completing site visits, and reviewing client records. In addition, the Department is piloting a Quality Monitoring and Improvement Plan to manage the performance of these contracts.

The Contract for Greater Nashua Council on Alcoholism, Inc. includes language in Exhibit B, Paragraph 8.4 that allows the Department to amend the contract by adjusting amounts between budget line items for statewide Crisis Services, within the price limitation, upon written agreement of both parties without Governor and Executive Council approval, if needed and justified.

The attached Contracts include language that reserves the right to renew each contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of contracted services and Governor and Executive Council approval.

Should the Governor and Executive Council determine to not authorize this Request; the additional critical components in the Department's workforce development to provide substance use disorder services would not be addressed, which could result in exacerbating workforce attrition and shortages.

Area served: Statewide.

Source of Funds: 64.50% Federal Funds from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, CFDA #93.959, Federal Award Identification Number T1010035-15, and 21.5% General Funds, and 14% Other Funds from the Governor's Commission on Alcohol and Other Drug Abuse Prevention, Intervention and Treatment.

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Katja S. Fox  
Director

Approved by:



Jeffery A. Meyers  
Commissioner

Attachment A  
Financial Details

05-95-49-491510-2989 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF COMM  
BASED CARE SVC, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS

Concord Hospital, Inc (Vendor #177653 B014)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$1,745	\$0	\$1,745
2017	102-500734	Contracts for Prog Svc	\$8,724	\$0	\$8,724
<b>Sub-total</b>			\$10,469	\$0	\$10,469

Families First of the Greater Seacoast (Vendor #166629 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$382	\$0	\$382
2017	102-500734	Contracts for Prog Svc	\$2,003	\$0	\$2,003
<b>Sub-total</b>			\$2,385	\$0	\$2,385

Goodwin Community Health (Vendor #156668 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$11,748	\$0	\$11,748
2017	102-500734	Contracts for Prog Svc	\$61,677	\$0	\$61,677
<b>Sub-total</b>			\$73,425	\$0	\$73,425

County of Grafton (Vendor #177397 B003)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$2,287	\$0	\$2,287
2017	102-500734	Contracts for Prog Svc	\$12,008	\$0	\$12,008
<b>Sub-total</b>			\$14,295	\$0	\$14,295

Attachment A  
Financial Details

Greater Nashua Council on Alcoholism (Vendor #166574 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$89,628	\$0	\$89,628
2017	102-500734	Contracts for Prog Svc	\$470,547	\$0	\$470,547
<b>Sub-total</b>			<b>\$560,175</b>	<b>\$0</b>	<b>\$560,175</b>

HALO Ed Systems (Vendor #230732 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$16,282	\$0	\$16,282
2017	102-500734	Contracts for Prog Svc	\$85,478	\$0	\$85,478
<b>Sub-total</b>			<b>\$101,760</b>	<b>\$0</b>	<b>\$101,760</b>

Headrest, Inc (Vendor #175226 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$10,889	\$0	\$10,889
2017	102-500734	Contracts for Prog Svc	\$57,166	\$0	\$57,166
<b>Sub-total</b>			<b>\$68,055</b>	<b>\$0</b>	<b>\$68,055</b>

Horizons Counseling Center, Inc (Vendor #156808 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$5,758	\$0	\$5,758
2017	102-500734	Contracts for Prog Svc	\$30,227	\$0	\$30,227
<b>Sub-total</b>			<b>\$35,985</b>	<b>\$0</b>	<b>\$35,985</b>

Attachment A  
Financial Details

Manchester Alcoholism Rehabilitation Center (Vendor #177204 B005)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$15,439	\$0	\$15,439
2017	102-500734	Contracts for Prog Svc	\$81,056	\$0	\$81,056
<b>Sub-total</b>			<b>\$96,495</b>	<b>\$0</b>	<b>\$96,495</b>

National Council on Alcoholism and Drug Abuse Services (Vendor #177265 R001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$34,296	\$0	\$34,296
2017	102-500734	Contracts for Prog Svc	\$180,054	\$0	\$180,054
<b>Sub-total</b>			<b>\$214,350</b>	<b>\$0</b>	<b>\$214,350</b>

Phoenix Houses of New England, Inc. (Vendor #177589 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$35,942	\$0	\$35,942
2017	102-500734	Contracts for Prog Svc	\$188,698	\$0	\$188,698
<b>Sub-total</b>			<b>\$224,640</b>	<b>\$0</b>	<b>\$224,640</b>

Southeastern New Hampshire Alcohol and Drug Abuse Services (Vendor #155292 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$34,939	\$0	\$34,939
2017	102-500734	Contracts for Prog Svc	\$183,431	\$0	\$183,431
<b>Sub-total</b>			<b>\$218,370</b>	<b>\$0</b>	<b>\$218,370</b>

Attachment A  
Financial Details

Tri-County Community Action Programs, Inc (Vendor #177195 B009)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$8,842	\$0	\$8,842
2017	102-500734	Contracts for Prog Svc	\$46,418	\$0	\$46,418
<b>Sub-total</b>			<b>\$55,260</b>	<b>\$0</b>	<b>\$55,260</b>

The Youth Council (Vendor #154886 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$2,215	\$0	\$2,215
2017	102-500734	Contracts for Prog Svc	\$11,630	\$0	\$11,630
<b>Sub-total</b>			<b>\$13,845</b>	<b>\$0</b>	<b>\$13,845</b>
<b>Total Gov. Comm</b>			<b><u>\$1,689,509</u></b>	<b><u>\$0</u></b>	<b><u>\$1,689,509</u></b>

**05-95-49-491510-2990 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES**

Concord Hospital, Inc (Vendor #177653 B014)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$12,795	\$0	\$12,795
2017	102-500734	Contracts for Prog Svc	\$49,436	\$0	\$49,436
<b>Sub-total</b>			<b>\$62,231</b>	<b>\$0</b>	<b>\$62,231</b>

Families First of the Greater Seacoast (Vendor #166629 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$2,798	\$0	\$2,798
2017	102-500734	Contracts for Prog Svc	\$30,717	\$0	\$30,717
<b>Sub-total</b>			<b>\$33,515</b>	<b>\$0</b>	<b>\$33,515</b>



Attachment A  
Financial Details

Families in Transition (Vendor #157730 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$71,520	\$0	\$71,520
2017	102-500734	Contracts for Prog Svc	\$286,080	\$0	\$286,080
<b>Sub-total</b>			<b>\$357,600</b>	<b>\$0</b>	<b>\$357,600</b>

Goodwin Community Health (Vendor #156668 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$86,152	\$0	\$86,152
2017	102-500734	Contracts for Prog Svc	\$329,923	\$0	\$329,923
<b>Sub-total</b>			<b>\$416,075</b>	<b>\$0</b>	<b>\$416,075</b>

County of Grafton (Vendor #177397 B003)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$16,773	\$0	\$16,773
2017	102-500734	Contracts for Prog Svc	\$64,232	\$0	\$64,232
<b>Sub-total</b>			<b>\$81,005</b>	<b>\$0</b>	<b>\$81,005</b>

Greater Nashua Council on Alcoholism (Vendor #166574 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$667,112	\$0	\$667,112
2017	102-500734	Contracts for Prog Svc	\$2,507,213	\$0	\$2,507,213
<b>Sub-total</b>			<b>\$3,174,325</b>	<b>\$0</b>	<b>\$3,174,325</b>

Attachment A  
Financial Details

HALO Ed Systems (Vendor #230732 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$119,398	\$0	\$119,398
2017	102-500734	Contracts for Prog Svc	\$457,242	\$0	\$457,242
<b>Sub-total</b>			<b>\$576,640</b>	<b>\$0</b>	<b>\$576,640</b>

Headrest, Inc (Vendor #175226 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$79,851	\$0	\$79,851
2017	102-500734	Contracts for Prog Svc	\$305,794	\$0	\$305,794
<b>Sub-total</b>			<b>\$385,645</b>	<b>\$0</b>	<b>\$385,645</b>

Horizons Counseling Center, Inc (Vendor #156808 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$42,222	\$0	\$42,222
2017	102-500734	Contracts for Prog Svc	\$161,693	\$0	\$161,693
<b>Sub-total</b>			<b>\$203,915</b>	<b>\$0</b>	<b>\$203,915</b>

Attachment A  
Financial Details

Manchester Alcoholism Rehabilitation Center (Vendor #177204 B005)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$113,221	\$0	\$113,221
2017	102-500734	Contracts for Prog Svc	\$433,584	\$0	\$433,584
<b>Sub-total</b>			<b>\$546,805</b>	<b>\$0</b>	<b>\$546,805</b>

National Council on Alcoholism and Drug Abuse Services (Vendor #177265 R001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$537,504	\$0	\$537,504
2017	102-500734	Contracts for Prog Svc	\$963,146	\$0	\$963,146
<b>Sub-total</b>			<b>\$1,500,650</b>	<b>\$0</b>	<b>\$1,500,650</b>

Phoenix Houses of New England, Inc (Vendor #177589 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$263,578	\$0	\$263,578
2017	102-500734	Contracts for Prog Svc	\$1,009,382	\$0	\$1,009,382
<b>Sub-total</b>			<b>\$1,272,960</b>	<b>\$0</b>	<b>\$1,272,960</b>

Attachment A  
Financial Details

Southeastern New Hampshire Alcohol and Drug Abuse Services (Vendor #155292 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$256,221	\$0	\$256,221
2017	102-500734	Contracts for Prog Svc	\$981,209	\$0	\$981,209
<b>Sub-total</b>			<b>\$1,237,430</b>	<b>\$0</b>	<b>\$1,237,430</b>

Tri-County Community Action Programs, Inc (Vendor #177195 B009)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$156,838	\$0	\$156,838
2017	102-500734	Contracts for Prog Svc	\$248,302	\$0	\$248,302
<b>Sub-total</b>			<b>\$405,140</b>	<b>\$0</b>	<b>\$405,140</b>

The Youth Council (Vendor #154886 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$16,245	\$0	\$16,245
2017	102-500734	Contracts for Prog Svc	\$72,910	\$0	\$72,910
<b>Sub-total</b>			<b>\$89,155</b>	<b>\$0</b>	<b>\$89,155</b>
<b>Total Clinical Svcs</b>			<b>\$10,343,091</b>	<b>\$0</b>	<b>\$10,343,091</b>
<b>Grand Total</b>			<b>\$12,032,600</b>	<b>\$0</b>	<b>\$12,032,600</b>



**State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to the Substance Use Disorder Treatment and Recovery Support Services  
Contract**

This first Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment 1") dated May 25, 2016, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Horizons Counseling Center, Inc. (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 25 Country club Road, Suite 705, Gifford, NH 03249.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on March 23, 2016 (Item #6) (hereinafter referred to as "Contract"), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified;

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract;

WHEREAS, pursuant to the Agreement (section 18 of the General Provisions of the Form P-37), the Agreement may be amended only by written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the State and the Contractor agree to increase the service rates, within the price limitation; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties agree as follows:

1. Except as specifically amended and modified by the terms and conditions in this Amendment #1, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.
2. Replace Exhibit A Scope of Services, Section 18.1 through 18.1.3.3 as follows:
  - 18.1. The Contractor shall meet the minimum staffing requirements as follows:
    - 18.1.1. Provide at least one:
      - 18.1.1.1. Masters Licensed Alcohol and Drug Counselor (MLADC); and/or
      - 18.1.1.2. Licensed Alcohol and Drug Counselor (LADC) who also holds the Licensed Clinical Supervisor (LCS) credential;
    - 18.1.2. Agrees that all unlicensed staff providing treatment, education and/or recovery support services shall be under the direct supervision of:
      - 18.1.2.1. An MLADC; or
      - 18.1.2.2. A LADC with the LCS (Licensed Clinical Supervisor) credential; and



- 18.1.2.3. Agrees that MLADC, or LADC with the LCS, shall supervise a maximum of eight unlicensed staff unless the Department has approved an alternative supervision plan submitted by the Contractor.
  - 18.1.3. Agrees that at least one Certified Recovery Support Worker (CRSW) for every 50 clients or portion thereof.
3. Add to Exhibit A Scope of Services, Section 18.11 as follows
- 18.11. The Contractor agrees to the following:
    - 18.11.1. The new rates in Exhibit B-1 Amendment #1.
    - 18.11.2. The rate increase to the new rates to the fee for services is to support increase in staff wages to recruit and retain staff who provide direct substance use disorder treatment and recovery support services to clients in this Agreement;
    - 18.11.3. To utilize the amount of increase to increase the wages for direct services staff compensation including base compensation for any open positions;
    - 18.11.4. Notwithstanding Section 18.11.2, agrees to demonstrate to the Department, in the event the Contractor has business policies or other reasons that would prevent the Contractor for using all the increase for wage increases, that at least ten (10%) of the increase was used for wage increases to staff salaries and to provide to the Department the explanation that prevented the Contractor from using the full amount of the increase to increase wages;
      - 18.11.4.1. Agrees to submit a plan for Department approval to use the amount of increase not used for wage increases in Section 18.11.3. portion of the increases for other than wage increases in the event of Section 18.11.3;
    - 18.11.5. That direct services staff is defined as any individual employed by the Contractor for whom at least fifty (50) percent of the hours the individual works for the Contractor are spent delivering clinical and/or recovery support services directly to client of the provider.
4. Add to Exhibit B Method and Conditions Precedent to Payment, Section 5.6 as follows:
- 5.6 To the extent possible, the Contractor shall bill for services provided under this contract through WITS. For any services that are unable to be billed through WITS, the vendor shall work with the Department to develop an alternative process for submitting invoices.
5. Delete Exhibit B-1 Service and Fee Table, and replace with Exhibit B-1 Amendment #1 Service and Fee Table.



New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

6/10/16  
Date

[Signature]  
Katja S. Fox  
Director

Horizons Counseling Center, Inc.

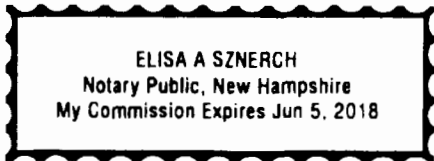
6/2/2016  
Date

[Signature]  
NAME Jacqueline Abikoff  
TITLE Executive Director

Acknowledgement:  
State of New Hampshire County of Merrimack on 6/02/2016, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

[Signature] Notary - Notarizing for Jacqueline Abikoff  
Name and Title of Notary or Justice of the Peace



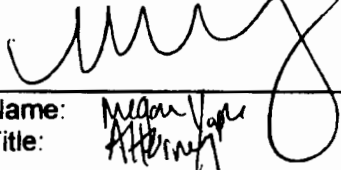
New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

4/14/16  
Date

  
Name: Megan V. White  
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:





**Service and Fee Table**

1. The Contractor shall be reimbursed for the Services and up to the Contract Rates in Table A below.
- a. The Contract Rates in the Table A are the maximum allowed charged used in the Methods for Charging for Services under this Contract in Exhibit B, Section 4.

**Table A**

Service	Contract Rate (Maximum Allowed Charge)	Unit	Service Limit
Clinical Evaluation	\$275.00	Per evaluation	1 evaluation per 90 days, per client
Individual Outpatient	\$22.00	15 min	\$200 of combined individual & group per week, per client
Group Outpatient	\$6.60	15 min	
Intensive Outpatient	\$104.00	Per day and only on those days when the client attends individual and/or group counseling associated with the program.	4 days per week (\$380), per client
Integrated Medication Assisted Treatment - Contractor Staff Time	\$8.25	15 min.	3 hours per client per week
Integrated Medication Assisted Treatment - Physician Time	Rate Per Medicaid Physician Billing Codes: 99201 - 99205 and 99211 - 99215.	Unit Per Medicaid Physician Billing Codes: 99201 - 99205 and 99211 - 99215.	1 hour per client per week
Integrated Medication Assisted Treatment - Medication	See Exhibit B, Section 6.3	See Exhibit B, Section 6.3	See Exhibit B, Section 6.3
Continuous Recovery Monitoring - Attempted	\$16.50	Per 3 attempted contacts over the course of at least 1 week	\$60 of combined attempted and completed per month for the first 12 months post discharge, per client
Continuous Recovery Monitoring - Completed	\$16.50	Per 1 completed contact	
Individual Recovery Support Services (Non-Clinical)	\$16.50	15 min	\$160 of combined individual & group per week
Group Recovery Support Services (Non-Clinical)	\$5.50	15 min	



STATE OF NEW HAMPSHIRE  
 DEPARTMENT OF HEALTH AND HUMAN SERVICES  
 OFFICE OF MEDICAID BUSINESS AND POLICY

129 PLEASANT STREET, CONCORD, NH 03301-3857  
 603-271-9422 1-800-852-3345 Ext. 9422  
 Fax: 603-271-8431 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

Jeffery A. Meyers  
 Commissioner

Kathleen A. Dunn  
 Associate Commissioner  
 Medicaid Director

6 mac

3/23/16 #6

March 7, 2016

Her Excellency, Governor Margaret Wood Hassan  
 and the Honorable Council  
 State House  
 Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Bureau of Drug and Alcohol Services, to enter into Agreements with multiple Vendors, listed below, to provide substance use disorder treatment and recovery support services statewide, in an amount not to exceed \$11,451,100, effective April 1, 2016 through June 30, 2017, upon approval by Governor and Executive Council. 56.1% Federal, 29.4% General, and 14.5% Other Funds.

Summary of contracted amounts by Vendor:

Vendor	Budgeted Amount
Concord Hospital, Inc. Concord	\$72,700
Families First of the Greater Seacoast, Portsmouth	\$35,900
Families in Transition, Manchester	\$357,600
Grafton County Department of Corrections, North Haverhill	\$95,300
Greater Nashua Council on Alcoholism, Inc., Nashua	\$3,734,500
HALO Educational Systems, Canaan	\$678,400
Headrest, Inc., Lebanon	\$453,700
Horizons Counseling Center, Inc., Gilford	\$239,900
Manchester Alcoholism Rehabilitation Center, Manchester	\$643,300

<b>Vendor</b>	<b>Budgeted Amount</b>
National Council on Alcoholism and Drug Dependency/Greater Manchester, Manchester	\$1,715,000
Phoenix Houses of New England, Providence Rhode Island	\$1,497,600
South Eastern New Hampshire Alcohol and Drug Abuse Services, Dover	\$1,455,800
Tri-County Community Action Program, Inc., Berlin	\$368,400
The Youth Council, Nashua	\$103,000
<b>Total</b>	<b>\$11,451,100</b>

Funds to support this request are available in State Fiscal Years 2016 and 2017 in the following accounts, with the authority to adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, without approval of the Governor and Executive Council.

Please see Attachment A for fiscal details.

#### **EXPLANATION**

The attached agreements represent fourteen (14) of a total fifteen (15) agreements with a combined price limitation of \$11,451,100 of a total \$11,940,600 that will allow the Contractors listed to provide an array of Substance Use Disorder Treatment and Recovery Support Services statewide to children and adults with substance use disorders, who have income below 400% the Federal Poverty level and are residents of New Hampshire or are homeless in New Hampshire. (See attached Summary of Contracted Services by Vendor). Substance use disorders occur when the use of alcohol and/or drugs causes clinically and functionally significant impairment, such as health problems, disability, and failure to meet major responsibilities at work, school, or home. The existence of a substance use disorder is determined using a clinical evaluations based on Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition criteria. The final contract will be presented to the Governor and Executive Council at an upcoming meeting.

These Agreements are part of the Department's overall strategy to respond to the opioid epidemic that continues to negatively impact New Hampshire's individuals, families, and communities as well as to respond to other types of substance use disorders. In 2014 there were 325 drug overdose deaths in New Hampshire with the death toll for 2015 at 385 as of January 8, 2016; however, the 2015 statistics are expected to increase as cases are still pending analysis.

The Department published a Request for Proposals for Substance Use Disorder Treatment and Recovery Support Services (RFP #16-DHHS-DCBCS-BDAS-03) on the Department of Health and Humans Services website November 3, 2015 to December 15, 2015. The Department received fifteen proposals. These proposals were reviewed and scored by a team of individuals with program specific knowledge. The Department selected all the Vendors to provide these services (See attached Summary Score Sheet).

Some of the Vendors' proposals scored lower than anticipated; however, it was determined that losing substance use disorder treatment and recovery support services in the midst of an Opioid Crisis would be detrimental to the individuals, families, and communities of New Hampshire. In order to ensure effective delivery of services, the Department has strengthened language in the Vendors' contracts.

The Contract includes language to assist pregnant and parenting women by providing interim services if they are on a waitlist, to ensure clients have faster access to services by maintaining and monitoring a waitlist on an agency and statewide level, to ensure clients contribute to the cost of services by assessing client income at intake and on a monthly basis, and to ensure care coordination for the clients by assisting them with accessing services or working with a client's existing provider for physical health, behavioral health, medication assisted treatment and peer recovery support services.

The Department will monitor the performance of the Vendors by monitoring monthly reports, quarterly utilization, completing site visits, and reviewing client records. In addition, the Department is developing a Quality Monitoring and Improvement Plan to manage the performance of these contracts.

The attached Contracts include language that reserves the right to renew each contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of contracted services and Governor and Executive Council approval.

The Contract for Greater Nashua Council on Alcoholism, Inc. includes language in Exhibit B, Paragraph 8.4 that allows the Department to amend the contract by adjusting amounts between budget line items for statewide Crisis Services, within the price limitation, upon written agreement of both parties without Governor and Executive Council approval, if needed and justified.

The Contract for National Council on Alcoholism and Drug Dependency/Greater Manchester includes language in Exhibit A, Section 25, for the use of the Tirrell House, a State owned building, for residential substance use disorder treatment services for up to 14 individuals. The Contract includes up to \$286,000 for repairs/replacement of the fire alarm system, fire suppression system, upgrade the kitchen, and other miscellaneous repairs as required by the joint inspection of the State of New Hampshire Fire Marshall, City of Manchester, and the Department's Health Facilities Administration.

Should the Governor and Executive Council determine to not authorize this Request, the Contractors would not have sufficient resources to promote and provide the array of services necessary to provide individuals with substance use disorders the necessary tools to achieve, enhance and sustain recovery. In addition, failure to obligate the federal funds in the Substance Abuse Prevention and Treatment Block Grant to community based programs to provide alcohol and other drug treatment services could result in the loss of Federal Block Grant funds made available for these services.

Area served: Statewide.


Source of Funds: 56.1% Federal Funds from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, CFDA #93.959, Federal Award Identification Number T1010035-14, and 29.4% General Funds and 14.5% Other Funds from the Governor's Commission on Alcohol and Other Drug Abuse Prevention, Intervention and Treatment.

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

  
Kathleen A. Dunn  
Associate Commissioner

  
David Clapp  
Facilities

Approved by:   
Jeffery A. Meyers  
Commissioner

Attachment A  
Financial Details

**05-95-49-491510-2989 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% Other Funds)**

Concord Hospital, Inc (Vendor #177653 B014)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$1,745
2017	102-500734	Contracts for Prog Svc	\$8,724
<b>Sub-total</b>			<b>\$10,469</b>

Families First of the Greater Seacoast (Vendor #166629 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$382
2017	102-500734	Contracts for Prog Svc	\$2,003
<b>Sub-total</b>			<b>\$2,385</b>

County of Grafton (Vendor #177397 B003)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$2,287
2017	102-500734	Contracts for Prog Svc	\$12,008
<b>Sub-total</b>			<b>\$14,295</b>

Attachment A  
Financial Details

Greater Nashua Council on Alcoholism (Vendor #166574 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$89,628
2017	102-500734	Contracts for Prog Svc	\$470,547
<b>Sub-total</b>			<b>\$560,175</b>

HALO Ed Systems (Vendor #230732 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$16,282
2017	102-500734	Contracts for Prog Svc	\$85,478
<b>Sub-total</b>			<b>\$101,760</b>

Headrest, Inc (Vendor #175226 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$10,889
2017	102-500734	Contracts for Prog Svc	\$57,166
<b>Sub-total</b>			<b>\$68,055</b>

Horizons Counseling Center, Inc (Vendor #156808 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$5,758
2017	102-500734	Contracts for Prog Svc	\$30,227
<b>Sub-total</b>			<b>\$35,985</b>

Attachment A  
Financial Details

Manchester Alcoholism Rehabilitation Center (Vendor #177204 B005)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$15,439
2017	102-500734	Contracts for Prog Svc	\$81,056
<b>Sub-total</b>			<b>\$96,495</b>

National Council on Alcoholism and Drug Abuse Services (Vendor #177265 R001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$34,296
2017	102-500734	Contracts for Prog Svc	\$180,054
<b>Sub-total</b>			<b>\$214,350</b>

Phoenix Houses of New England, Inc. (Vendor #177589 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$35,942
2017	102-500734	Contracts for Prog Svc	\$188,698
<b>Sub-total</b>			<b>\$224,640</b>

Southeastern New Hampshire Alcohol and Drug Abuse Services (Vendor #155292 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$34,939
2017	102-500734	Contracts for Prog Svc	\$183,431
<b>Sub-total</b>			<b>\$218,370</b>



Attachment A  
Financial Details

Tri-County Community Action Programs, Inc (Vendor #177195 B009)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$8,842
2017	102-500734	Contracts for Prog Svc	\$46,418
<b>Sub-total</b>			<b>\$55,260</b>

The Youth Council (Vendor #154886 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$2,215
2017	102-500734	Contracts for Prog Svc	\$11,630
<b>Sub-total</b>			<b>\$13,845</b>
<b>Total Gov. Comm</b>			<b>\$1,616,084</b>

**05-95-49-491510-2990 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES (34.4% General 65.6% Federal)**

Concord Hospital, Inc (Vendor #177653 B014)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$12,795
2017	102-500734	Contracts for Prog Svc	\$49,436
<b>Sub-total</b>			<b>\$62,231</b>

Families First of the Greater Seacoast (Vendor #166629 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$2,798
2017	102-500734	Contracts for Prog Svc	\$30,717
<b>Sub-total</b>			<b>\$33,515</b>

Attachment A  
Financial Details

Families in Transition (Vendor #157730 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$71,520
2017	102-500734	Contracts for Prog Svc	\$286,080
<b>Sub-total</b>			<b>\$357,600</b>

County of Grafton (Vendor #177397 B003)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$16,773
2017	102-500734	Contracts for Prog Svc	\$64,232
<b>Sub-total</b>			<b>\$81,005</b>

Greater Nashua Council on Alcoholism (Vendor #166574 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$667,112
2017	102-500734	Contracts for Prog Svc	\$2,507,213
<b>Sub-total</b>			<b>\$3,174,325</b>

Attachment A  
Financial Details

HALO Ed Systems (Vendor #230732 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$119,398
2017	102-500734	Contracts for Prog Svc	\$457,242
<b>Sub-total</b>			<b>\$576,640</b>

Headrest, Inc (Vendor #175226 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$79,851
2017	102-500734	Contracts for Prog Svc	\$305,794
<b>Sub-total</b>			<b>\$385,645</b>

Horizons Counseling Center, Inc (Vendor #156808 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$42,222
2017	102-500734	Contracts for Prog Svc	\$161,693
<b>Sub-total</b>			<b>\$203,915</b>

Attachment A  
Financial Details

Manchester Alcoholism Rehabilitation Center (Vendor #177204 B005)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$113,221
2017	102-500734	Contracts for Prog Svc	\$433,584
<b>Sub-total</b>			<b>\$546,805</b>

National Council on Alcoholism and Drug Abuse Services (Vendor #177265 R001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$537,504
2017	102-500734	Contracts for Prog Svc	\$963,146
<b>Sub-total</b>			<b>\$1,500,650</b>

Phoenix Houses of New England, Inc (Vendor #177589 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$263,578
2017	102-500734	Contracts for Prog Svc	\$1,009,382
<b>Sub-total</b>			<b>\$1,272,960</b>

Attachment A  
Financial Details

Southeastern New Hampshire Alcohol and Drug Abuse Services (Vendor #155292 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$256,221
2017	102-500734	Contracts for Prog Svc	\$981,209
<b>Sub-total</b>			<b>\$1,237,430</b>

Tri-County Community Action Programs, Inc (Vendor #177195 B009)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$64,838
2017	102-500734	Contracts for Prog Svc	\$248,302
<b>Sub-total</b>			<b>\$313,140</b>

The Youth Council (Vendor #154886 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$16,245
2017	102-500734	Contracts for Prog Svc	\$72,910
<b>Sub-total</b>			<b>\$89,155</b>
<b>Total Clinical Svcs</b>			<b>\$9,835,016</b>
<b>Grand Total</b>			<b>\$11,451,100</b>

Substance Use Disorder Treatment Services and Recovery Support Services:	Individual Outpatient	Group Outpatient	Intensive Outpatient	Partial Hospitalization	Transitional Living	Low-Intensity Residential	High-Intensity Residential	High-Intensity Residential for Pregnant and Parenting Women	Ambulatory WM w/o Extended On-Site Monitoring (ASM Level 1WM)	Medically Monitored Inpatient Withdrawal Management (ASAM Level 3.7 WM)	Medication Assisted Treatment	Continuous Recovery Monitoring	Enhanced Recovery Support Services	Individual Recovery Support Services (non-clinical)	Group Recovery Support Services (non-clinical)	Statewide Crises	Crisis services to agency's own clients
Vendors:																	
Concord Hospital, Inc.	X	X	X									X		X			X
Families First of the Greater Seacoast	X										X	X	X	X	X		X
Families in Transition	X	X	X								X	X	X	X	X		X
Goodwin Community Health	X	X	X								X	X	X	X	X		X
Grafton County DOC	X	X	X								X	X	X	X	X		X
Greater Nashua Council on Alcoholism, Inc.	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
HALO Educational Systems	X	X	X									X	X	X	X		X
Headrest, Inc.	X	X	X									X	X	X	X		X
Horizons Counseling Center, Inc.	X	X	X								X	X	X	X	X		X
Manchester Alcoholism Rehabilitation Center (subsidiary of Easter Seals New Hampshire Inc.) - Total	X	X	X	X	X	X	X			X		X		X	X		X
National Council on Alcoholism and Drug Dependency/Greater Manchester	X	X	X	X	X	X	X		X			X		X	X		X
Phoenix Houses of New England - Total	X	X	X		X	X	X				X	X		X	X		X
South Eastern New Hampshire Alcohol and Drug Abuse Services	X	X	X	X	X	X	X		X			X		X	X		X
Tri-County Community Action Program, Inc.	X	X	X								X	X		X	X		X
The Youth Council	X	X	X									X		X	X		X

An "X" indicates that the Vendor will provide the corresponding contracted service.



New Hampshire Department of Health and Human Services  
Office of Business Operations  
Contracts & Procurement Unit  
Summary Score Sheet

Substance Use Disorder Treatment  
and Recovery Support Services

(RFP) #16-DHHS-DCBCS-BDAS-03

RFP Name

RFP Number

Reviewer Names

Bidder Name

1. Concord Hospital, Inc.
2. Families First of the Greater Seacoast
3. Families in Transition
4. Goodwin Community Health
5. Grafton County
6. Greater Nashua Council on Alcoholism, Inc.
7. HALO Educational Systems
8. Headrest, Inc.
9. Horizons Counseling Center, Inc.
10. Manchester Alcoholism Rehabilitation Center  
(subsidiary of Easter Seals New Hampshire Inc.)
11. National Council on Alcoholism and Drug  
Dependency/Greater Manchester
12. Phoenix Houses of New England
13. South Eastern New Hampshire Alcohol and Drug  
Abuse Services
14. Tri-County Community Action Program, Inc.
15. The Youth Council

Maximum Points	Actual Points
945	687
945	715
945	751
945	587
945	492
945	820
945	460
945	390
945	717
945	661
945	684
945	626
945	562
945	570
945	515

1. Jaime Powers, BDAS Clinical  
Services Unit Administrator
2. Linda Parker, BDAS Program  
Specialist IV
3. Paul Kiernan, BDAS Program  
Specialist IV
4. Michele Harlan, DHHS Director of  
Mental Health Services
5. Rhonda Siegel, DPHS,  
Administrator II
6. Donna Ferland, NH Hospital  
Administrator III / Financial Mngr
7. P. J. Nadeau, DHHS Financial  
Manager
8. Ann Driscoll, Administrator

Subject: Substance Use Disorder Treatment and Recovery Support Services (16-DHHS-DCBCS-BDAS-03-SUBST-09)

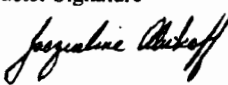
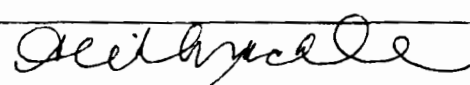
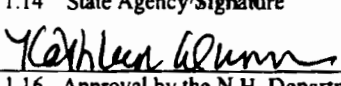
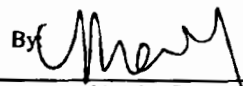
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Horizons Counseling Center, Inc.		1.4 Contractor Address 25 Country Club Road, STE 705 Gilford, NH 03249	
1.5 Contractor Phone Number 603 524-8005	1.6 Account Number 05-95-49-491510-29890000-102-500734; 05-95-49-491510-29900000-102-500734	1.7 Completion Date June 30, 2017	1.8 Price Limitation \$239,900.
1.9 Contracting Officer for State Agency Eric Borrin, Director		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Jacqueline Abikoff, Executive Director	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Belknap</u> On <u>Feb. 23, 2016</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.11.			
1.13.1 Signature of Notary Public or Justice of the Peace 		1.13.2 Name and Title of Notary Public or Justice of the Peace <div style="border: 2px solid black; padding: 5px; display: inline-block;"> <b>ALEXANDRA MACDONALD</b>                      Notary Public, State of New Hampshire                      My Comm. Expires Jan 27, 2021                 </div>	
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Kathleen A. Dunn Associate Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  Mary A. Yopl - Attorney On: <u>3/7/14</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			



**2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

#### 8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

#### 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

**10. TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

**11. CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### 14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials     A      
Date     2/23/16



Exhibit A

**Scope of Services**

**1. Provisions Applicable to All Services**

- 1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

**2. Definitions**

- 2.1. Adolescents: Adolescents are individuals under the age of 18.
- 2.2. American Society of Addiction Medicine (ASAM): ASAM is a professional society representing over 3,500 physicians, clinicians and associated professionals in the field of addiction medicine. ASAM is dedicated to increasing access and improving the quality of addiction treatment, educating physicians and the public, supporting research and prevention, and promoting the appropriate role of physicians in the care of patients with addiction. More information can be found at: <http://www.asam.org/>
- 2.3. American Society of Addiction Medicine Criteria: ASAM's criteria, formerly known as the ASAM patient placement criteria, is the result of a collaboration that began in the 1980s to define one national set of criteria for providing outcome-orientated and results-based care in the treatment of addiction. Today the criteria have become the most widely used and comprehensive set of guidelines for placement, continued stay and transfer/discharge of patients with addiction and co-occurring conditions. ASAM's criteria are required in over 30 states. More information can be found at: <http://www.asam.org/publications/the-asam-criteria>
- 2.4. Charitable Choice: Charitable Choice is Public Law 102-321, 102d Congress and amended in 1992 and again in 2000 (Children's Health Services Act). Charitable Choice is a federal legislative provision designed to remove barriers to faith-based organizations receiving certain Federal funds. States may allocate Block Grant funds to faith-based treatment and recovery support services programs that maintain their religious character and hire people of their same faith, who also meet state requirements for licensing or certification of substance abuse treatment and recovery support services programs and staff. The Charitable Choice final rules were published in the Federal Register on September 30, 2003.
- 2.5. Clinical Evaluation: A Clinical Evaluation is a biopsychosocial evaluation completed in accordance with Technical Assistance Publication (TAP) 21: Addiction Counseling Competencies, available at <http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171>.



**Exhibit A**

- 2.6. Days: Days in this Exhibit A and Exhibit B refers to calendar days, unless otherwise noted.
- 2.7. Evidence-Based Practice: Evidence-Based Practice is applying the best available research results (evidence) when making decisions about health care. Health care professionals who perform evidence-based practice use research evidence along with clinical expertise and patient preferences. Systematic reviews (summaries of health care research results) provide information that aids in the process of evidence-based practice.
- 2.7.1. The service shall be included as an evidence-based mental health and substance abuse intervention on the SAMHSA National Registry of Evidence-Based Programs and Practices (NREPP), <http://www.nrepp.samhsa.gov/ViewAll.aspx>
- 2.7.1.1. The service shall be included as an evidence-based mental health and substance abuse intervention on the SAMHSA National Registry of Evidence-Based Programs and Practices (NREPP), <http://www.nrepp.samhsa.gov/ViewAll.aspx>
- 2.7.1.2. The services shall be published in a peer-reviewed journal and found to have positive effects; or
- 2.7.1.3. The SUD treatment service provider shall be able to document the services' effectiveness based on the following:
1. The service is based on a theoretical perspective that has validated research; or
  2. The service is supported by a documented body of knowledge generated from similar or related services that indicate effectiveness;
- 2.8. Homeless: Homeless is (1) an individual or family who lacks a fixed, regular, and adequate nighttime residence; or (2) an individual or family who has a primary nighttime residence that is a supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels and congregate shelters), an institution other than a penal facility that provides temporary residence for individuals intended to be institutionalized, or a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.
- 2.9. Level of Care: Level of care refers to the intensity of treatment defined by the American Society of Addiction Medicine (ASAM) October 2013.
- 2.10. New Hampshire Resident: A New Hampshire resident is defined as a person residing in New Hampshire regardless of how long they have resided in New Hampshire or whether or not they have a fixed or permanent address.
- 2.11. Resiliency and Recovery Oriented Systems of Care (RROSC): RROSC are networks



Exhibit A

of organizations, agencies, and community members that coordinate a wide spectrum of services to prevent, intervene in, and treat substance use problems and disorders. RROSCs support person-centered and self-directed approaches to care that build on the strengths and resilience of individuals, families, and communities to take responsibility for their sustained health, wellness, and recovery from alcohol and drug problems. In New Hampshire, this is operationalized by the Continuum of Care model.

- 2.12. Screening Positive for Substance Use Disorder: Screening positive for a Substance Use Disorder means that the individual is likely to meet the Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM 5) criteria for a Substance Use Disorder. If the client screens probable, a clinical evaluation will be required to determine if the client does in fact meet DSM 5 criteria for a Substance Use Disorder.
- 2.13. Substance Abuse Prevention and Treatment (SAPT) Block Grant: SAPT Block Grant was originally established by Public Law 97-35 (PL 97-35), creating the Alcohol, Drug Abuse and Mental Health Services Block Grant (later the Substance Abuse Prevention and Treatment Block Grant, and now the Behavioral Health Assessment and Plan), which became effective on October 1, 1992 for the purpose of carrying out and evaluating activities to prevent and treat substance abuse and dependence.
- 2.14. Substance use disorders occur when the use of alcohol and/or drugs causes clinically and functionally significant impairment, such as health problems, disability, and failure to meet major responsibilities at work, school, or home. The existence of a substance use disorder is determined using Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM 5) criteria.
- 2.15. Web Information Technology System (WITS): WITS is a secure, 24/7 accessible web-based information technology system for the purpose of storing client demographic information. All BDAS contracted providers use WITS to report on the National Outcome Measures (NOMs) established by the SAMHSA, as required in the Federal Substance Abuse Prevention and Treatment Block Grant.

### 3. Covered Populations

- 3.1. The Contractor shall provide services in this Contract to the general population in Section 3.2 who:
  - 3.1.1. Have a substance use disorder; and
  - 3.1.2. Have income below 400% Federal Poverty Level; and
  - 3.1.3. Are Residents of New Hampshire; or
  - 3.1.4. Are homeless in New Hampshire.
- 3.2. The Contractor agrees to provide services in this Contract to the general client



Exhibit A

population that includes, but not limited to:

- 3.2.1. Adolescents;
  - 3.2.2. Adults
  - 3.2.3. Pregnant women;
  - 3.2.4. Women with dependent children;
  - 3.2.5. Injection drug users;
  - 3.2.6. Individuals with co-occurring substance use and mental health disorders;
  - 3.2.7. Veterans; and/or
  - 3.2.8. Individuals who are involved with the criminal justice system.
- 3.3. The Contractor shall provide services in this Contract separately for adolescents and adults unless approved by the Department.

**4. Substance Use Disorder Treatment Services**

- 4.1. The Contractor is required to provide to eligible individuals the following substance use disorder treatment services:
- 4.1.1. Outpatient Treatment as defined as American Society of Additional (ASAM) Criteria, Level 1. Outpatient Treatment services assist an individual or group of individuals to achieve treatment objectives through the exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.
  - 4.1.2. Intensive Outpatient Treatment as defined as ASAM Criteria, Level 2.1. Intensive Outpatient Treatment services provide intensive and structured individual and group alcohol and/or other drug treatment services and activities that are provided according to an individualized treatment plan that includes a range of outpatient treatment services and other ancillary alcohol and/or other drug services. Services for adults are provided at least 3 hours a day and at least 3 days a week. Services for adolescents are provided at least 2 hours a day and at least 3 days a week.
  - 4.1.3. Integrated Medication Assisted Treatment services provide for medication prescription and monitoring for treatment of opiate and other substance use disorders. The Contractor shall provide non-medical treatment services to the client in conjunction with the medical services provided either directly by the Contractor or by an outside medical provider. The Contractor shall be responsible for coordination of care and meeting all requirements for the service provided. The Contractor shall deliver Integrated Medication Assisted Treatment services accordance with guidance provided by the Department, "Guidance Document on Best Practices: Key Components for Delivery Community-Based



Exhibit A

Medication Assisted Treatment Services for Opioid Use Disorders in New Hampshire.”

- 4.2. The Contractor shall submit for Department approval, within 30 days from the contract effective date, a list of the service components that comprise the substance use disorder treatment services including the frequency of those components for all services described above in Section 4.1, except for Outpatient Treatment and Integrated Medication Assisted Treatment (Sections 4.1.1 and 4.1.3 respectively).
- 4.3. The Contractor shall submit for Department approval, within 30 days from the contract effective date, the evidenced based practices to be used for all services in Section 4.1.
- 4.4. The Contractor shall submit for Department approval, changes to service components in Section 4.2 and to evidence-based practices in Section 4.3, within 30 days prior to making the changes effective.

**5. Crisis Services to Existing Clients or their Significant Others**

- 5.1. The Contractor shall provide Crisis Services to existing clients or their significant others as follows:
  - 5.1.1. Provide Crisis Services, 24 hours per day, 7 days a week either in person or by telephone that:
    - 5.1.1.1. Assist individuals in addressing a current crisis related to their substance use disorder or the substance use disorder of a significant other;
    - 5.1.1.2. Provide counseling services to assist with client stabilization, assessment of client's psychological stability and risk for harming themselves or others and appropriate referral based on this assessment; and
    - 5.1.1.3. Refer clients to appropriate treatment and other resources in the client's service area.
    - 5.1.1.4. If a request for crisis services comes from an individual who is not a current client, that individual may be referred to the statewide crisis services provider.
  - 5.1.2. Provide encounter notes in the client's health record.
  - 5.1.3. Provide sufficient staffing to provide Crisis Services as described above at least during normal business hours defined as 8 am to 5 pm, Monday through Friday.
  - 5.1.4. May refer clients to the Statewide Crisis Services hotline, after normal business hours.
- 5.2. The Contractor agrees that Crisis Services shall be considered individual outpatient services when the Crisis Service provided has the specific purpose of treating the individual's substance use disorder.





Exhibit A

- 5.3. The Contractor agrees that Crisis Services shall be considered individual recovery support services (non-clinical) when the Crisis service provided has the purpose of reducing or removing a barrier to the client achieving or maintaining recovery without directly treating the substance use disorder.

## 6. Recovery Support Services

- 6.1. The Contractor shall provide Recovery Support Services such as:

6.1.1. Non-clinical services such as but not limited to parenting, job search, financial management, skills development, and paraprofessional counseling services by:

6.2.1.1. A Certified Recovery Support Worker (CRSW) under the supervision of a Masters Licensed Alcohol and Drug Counselor (MLADC); or

6.2.1.2. A Certified Recovery Support Worker (CRSW) under the supervision of a Licensed Alcohol and Drug Counselor (LADC) with a Licensed Clinical Supervisor (LCS); or

6.2.1.3. A MLADC or LADC

6.2.1.4. Submitting for Department approval, within 30 days from the contract effective date, the name and description of the activities/services to provide non-clinical services.

## 7. Enrolling Clients for Services

- 7.1. The Contractor shall complete Intake Screenings and ASAM Level of Care Assessments, as follows:

7.1.1. Have direct contact (face to face communication by meeting in person, or electronically, or by telephone conversation) with an individual within two (2) business days from the date that individual (defined as a non-client, existing client, other provider, or any other person or entity) contacts the Contractor for Substance Use Disorder Treatment and Recovery Support Services.

7.1.2. Complete an initial Intake Screening within two (2) business days from the date of the first direct contact with the individual, using the eligibility module in Web Information Technology System (WITS) to determine probability of being eligible for services under this contract and for probability of having a substance use disorder.

7.1.3. Assess clients' income prior to admission using the WITS fee determination model and assure that clients' income information is updated as needed over the course of treatment by asking clients about any changes in income no less frequently than every 4 weeks.

7.1.4. Complete an ASAM Level of Care Assessment for all services in Section 4, within two (2) days of the initial Intake Screening in (Section 7.1.2) using the ASI



**Exhibit A**

Lite module, in WITS or in another electronic medical/health record system, or an alternative assessment tool as directed by the Department, when the individual is determined probable of being eligible for services. .

7.1.5. Make available to the Department upon request, the data from the ASAM Level of Care Assessment and in a format approved by the Department, when using an electronic medical/health record system other than WITS.

7.1.6. The Contractor shall complete a clinical evaluation of clients for services in Section 4, as follows:

7.1.6.1. Prior to admission as a part of interim services or within 3 days following admission, and during treatment only when determined by licensed clinician.

7.2. The Contractor shall determine client eligibility for services under this contract using the eligibility criteria as follows:

7.2.1. The individual's income must be below 400% of Federal Poverty Level (FPL);

7.2.2. The individual must be a resident of New Hampshire or homeless in New Hampshire;

7.2.3. The individual must be determined positive for a substance use disorder (as evidenced in their clinical evaluation, Section 7.1.6

7.2.4. The individual is eligible for services described in Section 4 as determined by the ASAM Level of Care Assessment (defined in Section 7.1.4) unless:

7.2.4.1. The client chooses to receive a service with a lower ASAM Level of Care; or

7.2.4.2. The service with the needed ASAM Level of Care is unavailable at the time the level of care is determined in Section 7.1.4, in which case the client may chose:

1. A service with a lower ASAM Level of Care;
2. A service with the next available higher ASAM Level of Care;
3. Be placed on the waitlist until their service with the assessed ASAM Level of Care becomes available as in Section 7.1.4; or
4. Be referred to another agency in the client's service area that provides the service with the needed ASAM Level of Care.

7.3. The Contractor agrees to provide services to all eligible clients who:

7.3.1. Receive Medication Assisted Treatment services from other providers such as a client's primary care provider;



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- 7.3.2. Have co-occurring mental health disorders; or
- 7.3.3. Are on medications and are taking those medications as prescribed regardless of the class of medication.
- 7.4. The Contractor shall admit eligible clients for services according to the order of priority described below:
  - 7.4.1. Pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame. If the contractor is unable to admit a pregnant woman for the needed level of care within 24 hours, the contractor shall:
    - 7.4.1.1. Assist the pregnant woman with identifying alternative providers and with accessing services with these providers. This assistance must include actively reaching out to identify providers on the behalf of the client.
    - 7.4.1.2. Provide interim services until the appropriate level of care becomes available at either the contractor agency or an alternative provider. Interim services shall include:
      - 1. At least one 60 minute individual or group outpatient session per week;
      - 2. Recovery support services as needed by the client;
      - 3. Daily calls to the client to assess and respond to any emergent needs.
  - 7.4.2. Individuals who have been administered Narcan to reverse the effects of an opioid overdose either in the 14 days prior to screening or in the period between screening and admission to the program.
  - 7.4.3. Individuals with a history of injection drug use including the provision of interim services within 14 days.
  - 7.4.4. Individuals with substance use and co-occurring mental health disorders.
  - 7.4.5. Individuals with Opioid Use Disorders.
  - 7.4.6. Veterans with substance use disorders
  - 7.4.7. Individuals with substance use disorders who are involved with the criminal justice system.
  - 7.4.8. Individuals who require priority admission at the request of the Department.
- 7.5. The Contractor shall obtain consent from individuals prior to providing services as follows:
  - 7.5.1. For individuals whose age is 12 and older, the Contractor is required to obtain



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consent from the individual themselves; or

- 7.5.2. For individuals whose age is under 12, the Contractor is required to obtain consent from the individual's parent or legal guardian.

## 8. Waitlist

8.1. The Contractor shall place an eligible individual on a statewide waitlist in WITS when the service with the appropriate ASAM Level of Care (as defined in 7.1.4) is not available for the client at the time of screening as in Section 7.2.4.2.

8.1.1. The Contractor shall keep the client's information up to date on the statewide waitlist.

8.1.2. The Contractor shall notify the Department within 30 days from the effective date of the contract, with the name of the staff person who is responsible to monitoring and maintaining the waitlist.

8.1.3. The Contractor shall monitor the waitlist and ensure that clients begin services as soon as possible either under this contract or by a referral to an agency that has an earlier available opening as follows:

8.1.3.1. Anytime a client contacts the agency for a service and that service is not available within 2 business days of contact, they must be immediately added to the agency's waitlist and to the waitlist of other agencies as appropriate.

8.1.3.2. Anytime a client is getting ready to move to a new level of care that will not be provided by the current provider or for which the current provider has a waitlist, the provider shall add the client to the waitlist of other appropriate agencies.

8.1.3.3. Anytime a client is added to the waitlist of another agency, the provider shall complete consent in WITS to allow the agency the client is being referred to review client information in WITS.

8.1.3.4. Every business day, the staff member identified in 8.1.2 shall review pending clients from outside agencies to accept, reject or delete the client as appropriate.

8.1.3.5. Every business day, the staff member identified in 8.1.2 shall review their agency waitlist to ensure that any clients who were on the agency waitlist who are no longer on the waitlist due to admission, inaccessibility, etc. have been removed from the waitlist.

8.1.4. The Contractor shall provide a client on the waitlist interim services, defined as recovery support services or services with a lower ASAM Level of Care, under this contract or by referral to an agency that has an earlier available opening in the client's service area.



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## 9. Client Fees and Assistance with Enrolling in Insurance Programs

- 9.1. The Contractor agrees to collect allowable fees from clients and to assist them with enrolling in private or public insurance programs when appropriate, as follows:
  - 9.1.1. Agrees to using the Sliding Fee Scale and charging the client for their share for services in accordance with Exhibit B.
  - 9.1.2. Agrees not to delay a client's admittance into a Substance Use Disorder Treatment and Recovery Support Services program for services due to a client's inability to immediately pay his or her share of the allowable fees (in accordance with Exhibit B) or pending an insurer's payment
  - 9.1.3. Agrees to assist clients, who are unable to secure financial resources necessary for initial entry into the program, with obtaining other potential sources such as:
    - 9.1.3.1. Assess the client's appropriateness for enrollment in public or private insurance, including but not limited to Medicaid and New Hampshire Health Protection Program, and assist the client in enrolling in an appropriate public or private insurance program; and/or
    - 9.1.3.2. Complete assistance at or before intake, but no later than 14 days after intake.
    - 9.1.3.3. Develop payment plans.
    - 9.1.3.4. Document the assistance in Section 9.1.3 in a progress note.
- 9.2. The Contractor may discontinue services for a client who does not pay their share of the allowable fee(s), only after working with the client as described in Section 9.1.3.
- 9.3. The Contractor shall provide clients with copies of their individual financial accounts, upon the clients' request.

## 10. Service Delivery Activities and Requirements

- 10.1. The Contractor shall assess all clients for risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge based on policies and process approved by the Department within thirty (30) days from the contract effective date.
- 10.2. The Contractor shall assess all clients for withdrawal risk based on ASAM (2013) standards at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and stabilize all clients based on ASAM (2013) guidance and shall:
  - 10.2.1. Provide stabilization services when a client's level of risk indicates a service with an ASAM Level of Care that can be provided under this Contract; If a client's risk level indicates a service with an ASAM Level of Care that can be provided under this contract, then the Contractor shall integrate withdrawal management into the client's treatment plan and



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- provide on-going assessment of withdrawal risk to ensure that withdrawal is managed safely.
- 10.2.2. Refer clients to a facility where the services can be provided when a client's risk indicates a service with an ASAM Level of Care that is higher than can be provided under this Contract; Coordinate with the withdrawal management services provider to admit the client to an appropriate service once the client's withdrawal risk has reached a level that can be provided under this contract. and
- 10.3. The Contractor shall complete treatment plans for all clients based on clinical evaluation data within 3 days of the clinical evaluation (defined in Section 7.1.6) and must address all ASAM (2013) domains and shall:
- 10.3.1. Be updated based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent;
- 10.3.1. Have Treatment plan goals, objectives, and interventions written in terms that are specific, measurable, attainable, realistic and timely;
- 10.3.2. Evidence the client's involvement in identifying, developing, and prioritizing goals, objectives, and interventions.
- 10.4. The Contractor shall provide case management to clients that includes, at a minimum, coordination or care with Medication Assisted Treatment, physical, behavioral health, and peer recovery support providers as applicable with the client's:
- 10.4.1. Primary care provider and if the client does not have a primary care provider, the Contractor will make an appropriate referral to one and coordinate care with that provider.
- 10.4.2. Behavioral health care provider when serving clients with co-occurring substance use and mental health disorders, and if the client does not have a mental health care provider, then the Contractor will make an appropriate referral to one and coordinate care with that provider.
- 10.4.3. Medication assisted treatment provider.
- 10.4.4. Peer recovery support provider, and if the client does not have a peer recovery support provider, the Contractor will make an appropriate referral to one and coordinate care with that provider. Such coordination will include actively coordinating with local recovery community organizations (where available) to bring peer recovery support providers into the treatment setting to meet with clients to describe available services and engage clients in peer recovery support services as applicable.



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- 10.5. The Contractor shall submit for Department approval within thirty (30) days from the contract effective date, the policies and procedures for coordination of care described in in Section 10.4
- 10.6. The Contractor will make continuing care, transfer, and discharge for all Services in Section 4. The Contractor shall decisions based on ASAM (2013) criteria and complete continuing of care, transfer and discharge plans that address all ASAM (2013) domains as follows:
  - 10.6.1. Begin the process of discharge/transfer planning at the time of the client's intake to the program.
  - 10.6.2. Review the 3 criteria for continuing services or the 4 criteria for transfer/discharge, when addressing continuing care or discharge/transfer that include:
    - 10.6.2.1. Continuing Service Criteria A: The patient is making progress, but has not yet achieved the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his or her treatment goals; or
    - 10.6.2.2. Continuing Service Criteria B: The patient is not yet making progress, but has the capacity to resolve his or her problems. He/she is actively working toward the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his/her treatment goals; and /or
    - 10.6.2.3. Continuing Service Criteria C: New problems have been identified that are appropriately treated at the present level of care. The new problem or priority requires services, the frequency and intensity of which can only safely be delivered by continued stay in the current level of care. The level of care which the patient is receiving treatment is therefore the least intensive level at which the patient's problems can be addressed effectively
    - 10.6.2.4. Transfer/Discharge Criteria A: The Patient has achieved the goals articulated in the individualized treatment plan, thus resolving the problem(s) that justified admission to the present level of care. Continuing the chronic disease management of the patient's condition at a less intensive level of care is indicated; or
    - 10.6.2.5. Transfer/Discharge Criteria B: The patient has been unable to



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resolve the problem(s) that justified the admission to the present level of care, despite amendments to the treatment plan. The patient is determined to have achieved the maximum possible benefit from engagement in services at the current level of care. Treatment at another level of care (more or less intensive) in the same type of services, or discharge from treatment, is therefore indicated; or

10.6.2.6. Transfer/Discharge Criteria C: The patient has demonstrated a lack of capacity due to diagnostic or co-occurring conditions that limit his or her ability to resolve his or her problem(s). Treatment at a qualitatively different level of care or type of service, or discharge from treatment, is therefore indicated; or

10.6.2.7. Transfer/Discharge Criteria D: The patient has experienced an intensification of his or her problem(s), or has developed a new problem(s), and can be treated effectively at a more intensive level of care.

10.6.3. The Contractor shall maintain clear documentation that explains why continued services are necessary for Recovery Support Services.

10.7. The Contractor will ensure educational information is provided to clients in all programs on HCV/HIV/TB & STD's as evidenced by inclusion in programming.

10.8. The Contractor shall deliver services using evidence based practices as demonstrated by meeting one of the following criteria in Section 2.6.

10.9. The Contractor shall deliver services in this Contract in accordance with:

10.9.1. The ASAM Criteria (2013). The ASAM Criteria (2013) can be purchased online through the ASAM website at: <http://www.asamcriteria.org/>

10.9.2. The Substance Abuse Mental Health Services Administration (SAMHSA) Treatment Improvement Protocols (TIPs) available at <http://store.samhsa.gov/list/series?name=TIP-Series-Treatment-Improvement-Protocols-TIPS->

10.9.3. The SAMHSA Technical Assistance Publications (TAPs) available at <http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1>

10.9.4. The Requirements in Exhibit K.

## 11. Continuous Recovery Monitoring

11.1. The Contractor shall provide Continuous Recovery Monitoring services to clients by providing on-going contact with a client following discharge from the program as follows:





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- 11.1.1. Attempt to contact each client a minimum of three (3) times over the course of one week by telephone at a reasonable time when the client would normally be available.
- 11.1.2. Provide to the Department within 30 days of the contract effective date, the policies and procedures in place for at least one completed biweekly contact as in Sections 11.1.3 through 11.1.8, by telephone or face to face, with the client following discharge. Contact clients at least bi-weekly and no less frequently than:
  - 11.1.2.1. 3 months post-discharge which is defined as 60 to 120 days from the last treatment service.
  - 11.1.2.2. 6 months post-discharge which is defined as 150 to 210 days from the last treatment service.
  - 11.1.2.3. 12 months post-discharge which is defined as 330 to 390 days from the last treatment service.
- 11.1.3. Inquire on the status of each client's recovery.
- 11.1.4. Identify any client needs.
- 11.1.5. Assist the client with addressing the needs identified in Section 11.1.4.
- 11.1.6. Provide early intervention to clients who have relapsed or whose recovery is at risk, as identified in Section 11.1.4, and record the same.
- 11.1.7. Include assessment of the National Outcomes Measures (NOMS) based client outcomes in WITS.
- 11.1.8. Complete the Client Follow-Up in WITS within 3 days of each completed contact.
- 11.2. The Contractor shall comply with performance of Exhibit A, Section 11.1.2, as follows:
  - 11.2.1. Twenty-five percent (25%) of discharged clients shall be contacted three (3) months after discharge.
  - 11.2.2. Ten percent (10%) of discharged clients shall be contacted (6) months after discharge.
  - 11.2.3. Five percent (5%) of discharged clients shall be contacted twelve (12) months after discharge.

**12. Tobacco Cessation**

- 12.1. The Contractor shall offer tobacco cessation tools and education to all eligible clients receiving services in this contract as follows:
  - 12.1.1. Asses clients for motivation in stopping the use of tobacco products;



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- 12.1.2. Offer resources such as but not limited to the Department's Tobacco Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the QuitLine; and
- 12.1.3. Shall not use tobacco use, in and of itself, as grounds for discharging clients from services being provided under this contract.

**13. Tobacco Free Environment**

- 13.1. The Contractor shall have policies and procedures that create a tobacco-free environment. At a minimum these policies shall:
  - 13.1.1. Include the smoking of any tobacco product, the use of oral tobacco products or "spit" tobacco, and the use of electronic devices;
  - 13.1.2. Apply to employees, clients and employee or client visitors;
  - 13.1.3. Prohibit the use of tobacco products within the contractor's facilities at any time.
  - 13.1.4. Prohibit the use of tobacco in any contractor owned vehicle.
  - 13.1.5. Include whether or not use of tobacco products is prohibited outside of the facility on the grounds.
  - 13.1.6. If use of tobacco products is allowed outside of the facility on the grounds:
    - 13.1.6.1. There shall be a designated smoking area(s) which is located at least 20 feet from the main entrance.
    - 13.1.6.2. All materials used for smoking in this area, including cigarette butts and matches, will be extinguished and disposed of in appropriate containers.
    - 13.1.6.3. Contractors will ensure periodic cleanup of the designated smoking area.
    - 13.1.6.4. If the designated smoking area is not properly maintained, it can be eliminated at the discretion of the contractor.
  - 13.1.7. Prohibit tobacco use in any company vehicle.
  - 13.1.8. Prohibit tobacco use in personal vehicles when transporting people on authorized business.
  - 13.1.9. Post the tobacco free environment policy in the contractor's facilities and vehicles and included in employee, client, and visitor orientation.

**14. Resiliency and Recovery Oriented System of Care (RROSC)**

- 14.1. The Contractor shall engage in and promote a Resiliency and Recovery Oriented System of Care (RROSC) at a minimum:
  - 14.1.1. Provide families and communities with education around Substance Use



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Disorders Treatment and Recovery Support Services;

- 14.1.2. Work with the Department's regional public health networks in order to reduce stigma associated with substance misuse and increase collaboration between prevention, treatment, and community supports.

**15. Service Management and Monitoring**

15.1. The Contractor shall maintain a consistent service capacity for Substance Use Disorder Treatment and Recovery Support Services statewide by:

- 15.1.1. Monitoring its individual capacity to consistently and evenly deliver these services; and
- 15.1.2. Monitoring and managing the utilization levels of care and service array required under this contract throughout the contract period.
- 15.1.3. No less than monthly, the Contractor shall monitor the percentage of the contract funding expended relative to the percentage of the contract period that has elapsed. If there is a difference of more than 10% between expended funding and elapsed time on the contract the contractor shall notify the Department within 5 days and submit a plan for correcting the discrepancy within 10 days of notifying the Department.
- 15.1.4. Beginning on July 1, 2016 and continuing every three months thereafter, the Department shall review the Contractor's utilization as described in Section 15.1.3 above. If the Contractor's expended funding is more than 25% below the elapsed time on the contract, the Department may amend the contract to reduce the overall price limitation.

**16. Service Area**

16.1. The Contractor will provide services described in this Scope of Work to any eligible client, regardless of where the client lives or works in New Hampshire.

**17. Facilities License**

17.1. A facility license for residential services from the Department's Bureau of Health Facilities Administration is not applicable for this Contract.

**18. Staffing Requirements**

- 18.1. The Contractor shall meet the minimum staffing requirements as follows:
  - 18.1.1. At least one Masters Licensed Alcohol and Drug Counselor (MLADC) or Licensed Alcohol and Drug Counselor (LADC) who also holds the Licensed Clinical Supervisor (LCS) credential;
  - 18.1.2. At least one MLADC or Licensed Alcohol and Drug Counselor (LADC) for every two unlicensed counselors providing clinical services;
  - 18.1.3. A sufficient number of:
    - 18.1.3.1. MLADCs to adequately provide for staff clinical supervision;



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and/or

- 18.1.3.2. A sufficient number of LADCs with the LCS (Licensed Clinical Supervisor) credential to adequately provide for staff clinical supervision; and
- 18.1.3.3. At least one Certified Recovery Support Worker (CRSW) for every 50 clients or portion thereof.
- 18.2. The Contractor shall utilize CRSWs to provide treatment services within their scope of practice as defined by New Hampshire Administrative Rule Title XXX, Chapter 330-C, Section 13.
- 18.3. Unlicensed staff providing clinical or recovery support services must hold a CRSW within 6 months of hire or effective date of this contract, whichever is later.
- 18.4. Have policies and procedures related to student interns to address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract, including but not limited to:
  - 18.4.1. The Contractor shall base intern responsibilities and caseloads on student learning needs and school requirements and shall not utilize interns as adjunct staff to meet the staffing needs of the Contractor.
  - 18.4.2. Have student interns complete an approved ethics course prior to beginning their internship.
  - 18.4.3. Provide ongoing clinical supervision that includes:
    - 18.4.4. Weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress;
    - 18.4.5. Group supervision to help optimize the learning experience, when enough candidates are under supervision;
  - 18.4.6. Content that covers the:
    - 18.4.6.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee, and that covers;
    - 18.4.6.2. The core functions as described in the Twelve Core Functions of Alcohol and Drug Counseling, available at <http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171>; and
    - 18.4.6.3. The standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics.



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- 18.5. The Contractor shall notify the Department, in writing of changes in key personnel and provide, within five (5) business days to the Department, updated resumes that clearly indicate the staff member is employed by the Contractor. Key personnel are those staff for whom at least 10% of their work time is spent providing alcohol or other drug abuse treatment services.
- 18.6. The Contractor shall notify the Department in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. The Contractor shall provide a copy of the resume of the employee, which clearly indicates the staff member is employed by the Contractor, with the notification.
- 18.7. The Contractor shall notify the Department in writing and submit a corrective action plan for Department approval within 14 days, when staffing does not meet the requirements defined in 18.1 through 18.4.
- 18.8. The Contractor shall provide in-service training to all staff involved in client care within 15 days of the contract effective date or the staff person's start date, if after the contract effective date, and at least every 90 days thereafter on the following:
  - 18.8.1. The contract requirements;
  - 18.8.2. Requirements in Exhibit K;
  - 18.8.3. SAMHSA Substance Abuse Prevention and Treatment Block Grant requirements relative to treatment services using a checklist provided by the Department; and
  - 18.8.4. All other relevant policies and procedures provided by the Department.
- 18.9. The Contractor shall provide in-service training or ensure attendance at an approved training by the Department to clinical staff on HCV/HIV/TB & STD's annually. The contractor shall provide the Department with a list of staff attending an in-service training or Certificates of Attendance.
- 18.10. The Contractor shall provide suitable office, treatment, and meeting space that complies with all fire, health, and safety codes and is handicapped and wheelchair accessible.

**19. Web Information Technology System**

- 19.1. The Contractor shall use the Web Information Technology System to record all encounter notes such as client activity and client contact within (3) days following the activity or contact including but not limited to: screening, fee determination, admission, billing, disenrollment, and discharge data.
- 19.2. The Contractor agrees that all encounter notes will include a record of the clinical content of the session. Encounter notes will be oriented track to client's progress with specific treatment goals.



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## 20. Quality Assurance

- 20.1. The Contractor shall participate in all quality improvement activities requested by the Department such as, but not limited to:
- 20.1.1. Submission of monthly, web based contract compliance reports no later than the 10<sup>th</sup> day of the month following the reporting month;
  - 20.1.2. Participation in electronic and in-person client record reviews;
  - 20.1.3. Participation in site visits;
  - 20.1.4. Reporting on National Outcome Measures (NOMs) data in WITS for:
    - 20.1.4.1. 100% of all clients at admission;
    - 20.1.4.2. 100% of all clients who are discharged because they have completed treatment or transferred to another program;
    - 20.1.4.3. 50% of all clients who are discharged for reasons other than those specified above in Section 20.1.4.2;
    - 20.1.4.4. 25% of all clients who are 3 months post-discharge as defined in Section 11.1.2.1;
    - 20.1.4.5. 10% of all clients who are 6 months post-discharge as defined in Section 11.1.2.2;
    - 20.1.4.6. 5% of all clients who are 12 months post-discharge as defined in Section 11.1.2.3;
    - 20.1.4.7. The above NOMs reporting requirements are minimum requirements and the Contractor shall attempt to achieve greater reporting results when possible.
  - 20.1.5. Participation in training and technical assistance activities as directed by the Department, including but not limited to the ASAM Community of Practice developed by the Center for Excellence (the Department's Drug and Alcohol Services Technical Assistance Contractor).

## 21. Performance Incentives

- 21.1. The Contractor agrees that up to six (6) percent of the contract's maximum price limitation in Box 1.8 of the General Provision, Form P-37 will be reserved by the Department for performance incentives, except when there is a priority to pay for services. The Contractor agrees to the Department using all or some of the reserved funding to continue to pay for services when the Contractor has been reimbursed for at least 94% of the contract's price limitation for services.
- 21.1.1. The Contractor is eligible for incentive payments when successfully meeting the performance criteria in Section 21.1.2 and when there is



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available funding as in Section 21.1 at the time the Contractor meets the performance criteria.

21.1.2. The Contractor's performance criteria and incentive payments are as follows:

Performance Criteria	Incentive Payment
Access to Services: for each client who screens eligible for services and starts receiving services, other than evaluation, whether for the identified service for the ASAM Level of Care or interim services, within 10 business days following the eligibility screening.	The Contractor will receive an incentive payment of \$75.00
Completion: for each client who is discharged from the program because they have completed treatment or transferred to another treatment provider as recorded in the Discharge Type field of the WITS Discharge Module.	The Contractor will receive an incentive payment of \$75.00
Client Outcomes: for each client who was discharged from the program and meets at least 3 of the Outcome Criteria (in Section 21.1.2.1) in the 3 <sup>rd</sup> and/or 6 <sup>th</sup> month post-discharge, as evidenced by the WITS Follow-Up Module.	The Contractor will receive an incentive payment of \$50.00
Client Outcomes: for each client who was discharged from the program and meets at least 3 of the Outcome Criteria (below in Section 12.1.2.1) in the 12 <sup>th</sup> month post-discharge, as evidenced by the WITS Follow-Up Module.	The Contractor will receive an incentive payment of \$100.00

21.1.2.1. The Contractor agrees to the post discharge outcome criteria as follows:

1. Abstinence: The client reports reduced or no substance use in the past 30 days prior to the contact.
2. Employment/Education: The client reports increased or retained employment or the client reports returning to or staying in school at the time of contact.
3. Crime and Criminal Justice: The client reports no arrests in the past 30 days prior to contact.
4. Stability in Housing: The client reports being in stable housing defined as not homeless or at risk of being homeless, at the time of contact.



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5. Social Connectedness: The client reports engagement in Recovery Support Services, Care Coordination, and/or Community Based Support Groups in the past 30 days prior to contact.

21.1.2.2. The Contractor agrees that Performance Incentives will be calculated and paid on a monthly basis for clients meeting criteria in the previous month.

21.1.2.3. The Contractor may submit screening disposition data for all clients, regardless of payer source, at 6 months and 12 months from the contract effective date.

1. The Contractor may receive \$1,000 for each submission (if funding is available in the contract at the time the Contractor submits the data, with priority of funding being for services). Screening disposition data must include:

- a. Total number of clients screened for services
- b. Number of client screened appropriate for services
- c. Number of clients engaging in services who's payer was:
  - i. This contract
  - ii. New Hampshire Health Protection Plan
  - iii. New Hampshire Medicaid
  - iv. Medicare
  - v. Private Insurance
  - vi. Self-Pay

**22. Liquidated Damages**

22.1. The Contractor and the Department agree that the Web Information Technology System (WITS) shall be the source of record with data polls beginning September 1, 2016 and every 5 months thereafter.

22.2. The Contractor and the Department agree that it will be extremely impracticable and difficult to determine actual damages that the Department will sustain in the event that the Contractor fails to maintain the required performance standards in Section 11.2, throughout the life of the contract. Any breach by the Contractor will delay and disrupt the Department's operations and obligations and lead to significant damages. Therefore, the parties agree that the liquidated damages as specified in the sections below are reasonable.





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- 22.3. Assessment of liquidated damages shall be in addition to, not in lieu of, such other remedies as may be available to the Department. Except and to the extent expressly provided herein, the Department shall be entitled to recover liquidated damages cumulatively under each section applicable to any given incident.
- 22.4. The Department shall make all assessments of liquidated damages. Should the Department determine that liquidated damages may, or will be assessed; the Department shall notify the Contractor as specified in Section 23, Notifications and Remedies for Liquidated Damages, below.
- 22.5. The Contractor shall submit a written Corrective Action Plan to the Department within five (5) business days of receiving notification as specified in Section 23, Notifications and Remedies for Liquidated Damages., for review and approval prior to implementation of the corrective action plan.
- 22.6. The Contractor agrees that as determined by the Department, failure to provide services that meet the performance standards in Section 11.2 shall result in liquidated damages as specified in Section 23, Notifications and Remedies for Liquidated Damages. The Department's decision to assess liquidated damages must be reasonable, based in fact and made in good faith.
- 22.7. The remedies specified in Section 23, Notifications and Remedies for Liquidated Damages, shall apply until the failure is cured or resulting dispute is resolved in the Contractor's favor.
- 22.8. Liquidated damages in the amount of \$2,500 for failure to meet all three of the performance measures in Section 11.2, except for Section 11.2.1 the liquidated damage shall be assessed when the percentage falls below 15%, at the time specified in Section 22.1.
- 22.9. The Department will deduct the amount of liquidated damages being assessed from the amount the Department owes on the monthly billing submitted to the Department after the assessment of liquidated damages.
- 22.10. The amount of liquidated damages assessed by the Department to the Contractor shall not exceed the price limitation in Form P-37, General Provisions, block 1.8, Price Limitation.

**23. Notifications and Remedies for Liquidated Damages.**

- 23.1. Prior to the imposition of liquidated damages or any other remedies under this Contract, including termination for breach, the Department shall issue written notice of remedies that shall include, as applicable:
  - 23.1.1. A citation to the Contract provision violated.
  - 23.1.2. The remedies to be applied and the date the remedies shall be imposed.
  - 23.1.3. The basis for the Department's determination that the remedies shall be



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imposed.

- 23.1.4. A request for a Corrective Action Plan.
  - 23.1.5. The timeframe and procedure for the Contractor to dispute the Department's determination. The Contractor's dispute of liquidated damages or remedies shall not stay the effective date of the proposed liquidated damages or remedies.
  - 23.1.6. If the failure is not resolved within the cure period, liquidated damages may be imposed retroactively to the date of failure to perform and continue until the failure is cured or any resulting dispute is resolved in the Contractor's favor.
- 23.2. In connection with any action taken or decision made by the Department with respect to this Contract, within ninety (90) days following the action or decisions, the Contractor may protest such action or decision by the delivery of a notice of protest to the Department and by which the Contractor may protest said action or decision and/or request an informal hearing with the Director of the Bureau of Drug and Alcohol Services.
- 23.2.1. The Contractor shall provide the Department with an explanation of its position protesting the Department's action or decision.
  - 23.2.2. The Director shall determine a time that is mutually agreeable to the parties during which they may present their views on the disputed issues. It is understood that the presentation and discussion of the disputed issues will be informal in nature.
  - 23.2.3. The Director shall provide written notice of the time, format and location of the presentation.
  - 23.2.4. At the conclusion of the presentations, the Director shall consider all evidence and shall render a written recommendation as soon as practicable, but in no event more than thirty (30) days after the conclusion of the presentation.
  - 23.2.5. The Director may appoint a designee to hear and determine the matter.

**24. State and Federal Requirements**

- 24.1. If there is any error, omission, or conflict in the requirements listed below, the applicable Federal, State, and Local regulations, rules and requirements shall control. The requirements specified below are provided herein to increase the Contractor's compliance.
- 24.2. The Contractor agrees to the following state and/or federal requirements for Program requirements for specialty treatment for pregnant and parenting women:
  - 24.2.1. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.



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- 24.2.2. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.
  - 24.2.3. The program provides or arranges for primary medical care for women who are receiving substance abuse services, including prenatal care.
  - 24.2.4. The program provides or arranges for child care with the women are receiving services.
  - 24.2.5. The program provides or arranges for primary pediatric care for the women's children, including immunizations.
  - 24.2.6. The program provides or arranges for gender-specific substance abuse treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, and parenting.
  - 24.2.7. The program provides or arranges for therapeutic interventions for children in custody of women in treatment which may, among other things, address the children's developmental needs and their issues of sexual abuse, physical abuse, and neglect.
  - 24.2.8. The program provides or arranges for sufficient case management and transportation services to ensure that the women and their children have access to the services described above.
  - 24.2.9. Arrange for means activities to assist the client in finding and engaging in a service, which may include, but is not limited to helping the client to locate an appropriate provider, referring clients to the needed service provider, setting up appointments for clients with those providers, and assisting the client with attending appointments with the service provider.
- 24.3. The Contractor agrees to the following state and federal requirements for all programs in this Contract as follows:
- 24.3.1. Within 7 days of reaching 90% of capacity, the program notifies the state that 90% capacity has been reached.
  - 24.3.2. The program admits each individual who requests and is in need of treatment for intravenous drug abuse not later than:
    - 24.3.1.1. 14 days after making the request; or
    - 24.3.1.2. 120 days if the program has no capacity to admit the individual on the date of the request and, within 48 hours after the request, the program makes interim services available until the individual is admitted to a substance abuse treatment program
  - 24.3.2. The program offers interim services that include, at a minimum, the following:
    - 24.3.2.1. Counseling and education about HIV and Tuberculosis (TB), the risks of needle-sharing, the risks of transmission to sexual partners and infants, and steps that can be taken to ensure



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that HIV and TB transmission does not occur

- 24.3.2.2. Referral for HIV or TB treatment services, if necessary
- 24.3.2.3. Individual and/or group counseling on the effects of alcohol and other drug use on the fetus for pregnant women and referrals for prenatal care for pregnant women
- 24.3.3. The program has established a waiting list that includes a unique patient identifier for each injecting drug abuser seeking treatment, including patients receiving interim services while awaiting admission.
- 24.3.4. The program has a mechanism that enables it to:
  - 24.3.4.1. Maintain contact with individuals awaiting admission
  - 24.3.4.2. Admit or transfer waiting list clients at the earliest possible time to an appropriate treatment program within a service area that is reasonable to the client.
  - 24.3.4.3. The program takes clients awaiting treatment off the waiting list only when one of the following conditions exist:
    - 1. Such persons cannot be located for admission into treatment or
    - 2. Such persons refuse treatment
- 24.3.5. The program carries out activities to encourage individuals in need of treatment services to undergo treatment by using scientifically sound outreach models such as those outlined below or, if no such models are applicable to the local situation, another approach which can reasonably be expected to be an effective outreach method.
- 24.3.6. The program has procedures for:
  - 24.3.6.1. Selecting, training, and supervising outreach workers.
  - 24.3.6.2. Contacting, communicating, and following up with high-risk substance abusers, their associates, and neighborhood residents within the constraints of Federal and State confidentiality requirements.
  - 24.3.6.3. Promoting awareness among injecting drug abusers about the relationship between injecting drug abuse and communicable diseases such as HIV.
  - 24.3.6.4. Recommending steps that can be taken to ensure that HIV transmission does not occur.
- 24.3.7. The program directly, or through arrangements with other public or non-profit private entities, routinely makes available the following TB services



Exhibit A

to each individual receiving treatment for substance abuse:

- 24.3.7.1. Counseling the individual with respect to TB.
- 24.3.7.2. Testing to determine whether the individual has been infected with mycobacteria TB to determine the appropriate form of treatment for the individual.
- 24.3.7.3. Providing for or referring the individuals infected by mycobacteria TB appropriate medical evaluation and treatment.
- 24.3.8. For clients denied admission to the program on the basis of lack of capacity, the program refers such clients to other providers of TB services.
- 24.3.9. The program has implemented the infection control procedures that are consistent with those established by the Department to prevent the transmission of TB and that address the following:
  - 24.3.9.1. Screening patients and identification of those individuals who are at high risk of becoming infected.
  - 24.3.9.2. Meeting all State reporting requirements while adhering to Federal and State confidentiality requirements, including 42 CFR part 2.
  - 24.3.9.3. Case management activities to ensure that individuals receive such services.
  - 24.3.9.4. The program reports all individuals with active TB as required by State law and in accordance with Federal and State confidentiality requirements, including 42 CFR part 2.
- 24.3.10. The program gives preference in admission to pregnant women who seek or are referred for and would benefit from Block Grant funded treatment services. Further, the program gives preference to clients in the following order:
  - 24.3.10.1. To pregnant and injecting drug users first.
  - 24.3.10.2. To other pregnant substance users second.
  - 24.3.10.3. To other injecting drug users third.
  - 24.3.10.4. To all other individuals fourth.
- 24.3.11. The program refers all pregnant women to the State when the program has insufficient capacity to provide services to any such pregnant women who seek the services of the program.
- 24.3.12. The program makes available interim services within 48 hours to



Exhibit A

- pregnant women who cannot be admitted because of lack of capacity.
- 24.3.13. The program makes continuing education in treatment services available to employees who provide the services.
- 24.3.14. The program has in effect a system to protect patient records from inappropriate disclosure, and the system:
- 24.3.14.1. Is in compliance with all Federal and State confidentiality requirements, including 42 CFR part 2.
- 24.3.14.2. Includes provisions for employee education on the confidentiality requirements and the fact that disciplinary action may occur upon inappropriate disclosure.
- 24.3.15. The program does not expend SAPT Block Grant funds to provide inpatient hospital substance abuse services, except in cases when each of the following conditions is met:
- 24.3.15.1. The individual cannot be effectively treated in a community-based, non-hospital, residential program.
- 24.3.15.2. The daily rate of payment provided to the hospital for providing the services does not exceed the comparable daily rate provided by a community-based, non-hospital, residential program.
- 24.3.15.3. A physician makes a determination that the following conditions have been met:
1. The primary diagnosis of the individual is substance abuse and the physician certifies that fact.
  2. The individual cannot be safely treated in a community-based, non-hospital, residential program.
  3. The service can be reasonably expected to improve the person's condition or level of functioning.
  4. The hospital-based substance abuse program follows national standards of substance abuse professional practice.
  5. The service is provided only to the extent that it is medically necessary (e.g., only for those days that the patient cannot be safely treated in community-based, non-hospital, residential program.)
- 24.3.16. The program does not expend Substance Abuse Prevention and Treatment (SAPT) Block Grant funds to purchase or improve land; purchase, construct, or permanently improve (other than minor



Exhibit A

- remodeling) any building or other facility; or purchase major medical equipment.
- 24.3.17. The program does not expend SAPT Block Grant funds to satisfy and requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds.
- 24.3.18. The program does not expend SAPT Block Grant funds to provide financial assistance to any entity other than a public or nonprofit private entity.
- 24.3.19. The program does not expend SAPT Block Grant funds to make payments to intended recipients of health services.
- 24.3.20. The program does not expend SAPT Block Grant funds to provide individuals with hypodermic needles or syringes.
- 24.3.21. The program does not expend SAPT Block Grant funds to provide treatment services in penal or corrections institutions of the State.
- 24.3.22. The program uses the Block Grant as the "payment of last resort" for services for pregnant women and women with dependent children, TB services, and HIV services and, therefore, makes every reasonable effort to do the following:
- 24.3.22.1. Collect reimbursement for the costs of providing such services to persons entitled to insurance benefits under the Social Security Act, including programs under title XVIII and title XIX; any State compensation program, any other public assistance program for medical expenses, any grant program, any private health insurance, or any other benefit program.
- 24.3.22.2. Secure from patients of clients payments for services in accordance with their ability to pay.
- 24.4. The Contractor shall comply with all relevant state and federal laws such as but not limited to:
- 24.4.1. The Contractor shall, upon the direction of the State, provide court-ordered evaluation and a sliding fee scale (in Exhibit B) shall apply and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals.
- 24.4.2. The Contractor shall comply with the legal requirements governing human subject's research when considering research, including research conducted by student interns, using individuals served by this contract as subjects. Contractors must inform and receive the Department's approval prior to initiating any research involving subjects or participants related to this contract. The Department reserves the right, at its sole discretion, to



Exhibit A

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reject any such human subject research requests.  
24.4.3. Contractors shall comply with the Department's Sentinel Event Reporting Policy.





Exhibit B

**Method and Conditions Precedent to Payment**

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, of the General Provisions, for the services provided by the Contractor pursuant to Exhibit A.
2. This Agreement is funded by:
  - 2.1. New Hampshire General Funds;
  - 2.2. Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment Funds;
  - 2.3. Federal Funds from the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959); and
  - 2.4. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements.
3. The Contractor agrees to be reimbursed for services listed in Exhibit B-1 on a fee for service basis. The Contractor agrees the fees for services are all-inclusive rates to deliver the services and to meet the requirements in Exhibit A.
4. Method for Charging Services under this Contract
  - 4.1. The Contractor agrees to:
    - 4.1.1. Directly bill and receive payments for services provided under this contract from public and private insurance plans, the clients, and the Department;
    - 4.1.2. Assuring a billing and payment system that enables expedited processing to the greatest degree possible so that a client's admittance into the program is not unduly delayed, and overpayments are immediately refunded.
    - 4.1.3. Maintaining an accurate accounting and records for all services billed, payments received and overpayments (if any) refunded.
  - 4.2. The Contractor agrees to determine and charge for services provided to an eligible client under this contract, as follows:
    - 4.2.1. The Contractor shall charge up to the Contract Rate, in Exhibit B-1, by first charging the client's private insurance when the insurers' rates are at or lower than the Contract Rate.
    - 4.2.2. The Contractor shall charge the client according to a Sliding fee scale, in Section 8, when the Contractor determines or anticipates that the private insurer will not remit payment for the full amount of the Contract Rate in Exhibit B-1.
    - 4.2.3. If, after the Contractor charges the client's insurer (if applicable) and the client, any portion of the Contract Rate remains unpaid, the Contractor shall charge the

*[Handwritten Signature]*  
*[Handwritten Date: 2/23/16]*



**Exhibit B**

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Department the balance (the Contract Rate less the private insurer and the client cost shares).

- 4.3. The Contractor agrees the amount charged to the client shall not exceed the Contract Rate in Exhibit B-1 multiplied by the corresponding percentage stated in Section 8 Sliding fee scale for the client's applicable income level.
  - 4.4. The Contractor shall not charge the combination of the public or private insurer, the client and the Department an amount greater than the Contract Rate in Exhibit B-1.
  - 4.5. In the event of an overpayment (wherein the combination of all payments received by the Contractor) for a given service exceeds the Contract Rate stated in Exhibit B-1, the Contractor shall refund the parties in the reverse order, unless the overpayment was due to insurer, client or Departmental error. In instances of payer error, the Contractor shall refund the party who erred, and adjust the charges to the other parties, according to a correct application of the Sliding Fee Schedule.
5. The Contractor shall submit billing through the Website Information Technology System (WITS) for services listed in Exhibit B-1, except for Integrated Medication Assisted (See Section 6), as follows:
- 5.1.1. Enter encounter note(s) into WITS no later than three (3) days after the date the service was provided to the client
  - 5.1.2. Review the encounter notes no later than 20 days following the last day of the billing month, and notify the Department that encounter notes are ready for review.
  - 5.1.3. Correct errors, if any, in the encounter notes as identified by the Department no later than 7 days after being notified of the errors and notify the Department the notes have been corrected and are ready for review.
  - 5.1.4. Batch and transmit the encounter notes upon Department approval for the billing month.
    - 5.1.4.1. Submit separate batches for each billing month.
  - 5.2. The Contractor agrees that encounter notes submitted for review after sixty (60) days of the last day of the billing month may be subject to non-payment.
6. Payment for Medication Assisted Treatment (MAT) shall be as follows:
- 6.1. The Contractor agrees to invoice the Department separately from the Web Information Technology System (WITS) for Integrated Medication Assisted Treatment Services for Staff Time, Medication, and Physician Time.
  - 6.2. Staff Time: Staff Time is for non-medical staff time relative to the MAT program that is not billable as another service under this contract, such as consultation with a prescribing physician. The Contractor shall be reimbursed according to the contract rate, unit type and service limit in Exhibit B-1.



**Exhibit B**

**6.3. Medication Contract Rate, Unit Type and Service Limit:**

6.3.1. The Contractor will be reimbursed for the Medication Assisted Treatment medication based on the Contractor's usual and customary charges according to Revised Statutes Annotated (RSA) 126-A:3 III. (b),

6.3.2. The Contractor will be reimbursed for Medication Assisted Treatment with Methadone or Buprenorphine in an Opiate Treatment Program (OTP) certified per New Hampshire Administrative Rule He-A 304 as follows: The Contractor will be reimbursed for Methadone or Buprenorphine based on the Medicaid rate, up to 7 days per week. The code for Methadone in an OTP is H0020, and the code for buprenorphine in an OTP is H0033. The Contractor agrees to invoice the Department separately from the Web Information Technology System (WITS) for Medication Assisted Treatment Services.

6.3.3. The Contractor will be reimbursed for up to 3 doses per client per day.

6.4. **Physician Time:** Physician Time is the time spent by a physician or other medical professional to provide Medication Assisted Treatment Services, including but not limited to assessing the client's appropriateness for a medication, prescribing and/or administering a medication, and monitoring the client's response to a medication. The Contractor shall be reimbursed according to the contract rate, unit type and service limit in Exhibit B-1.

**6.5. The invoice at a minimum shall include:**

6.5.1. For non-medical staff time:

6.5.1.1. A clear description of each expense including WITS Client ID #(s) when applicable;

6.5.1.2. The amount of each expense; and

6.5.1.3. The total of all expenses for the billing period in a Department defined invoice.

6.5.2. For client medications:

6.5.2.1. WITS Client ID #;

6.5.2.2. Period for which prescription is intended;

6.5.2.3. Name and dosage of the medication;

6.5.2.4. Associated Medicaid Code;

6.5.2.5. Charge for the medication.

6.5.2.6. Client cost share for the service; and

6.5.2.7. Amount being billed to the Department for the service.

6.5.3. For physician and other medical professional services:

6.5.3.1. WITS Client ID #;

6.5.3.2. Date of Service;

6.5.3.3. Description of service;



**Exhibit B**

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- 6.5.3.4. Associated Medicaid Code;
- 6.5.3.5. Charge for the service;
- 6.5.3.6. Client cost share for the service; and
- 6.5.3.7. Amount being billed to the Department for the service.

6.6. The Contractor will submit an invoice by the 20th day of each month, which identifies and requests reimbursement for authorized expenses incurred for medication assisted treatment in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement. Invoices must be submitted to:

Financial Manager  
Division of Community Based Care Services  
Bureau of Drug and Alcohol Services  
105 Pleasant Street,  
Main Bldg., 3<sup>rd</sup> Floor North  
Concord, NH 03301

7. Payment for Crisis Services to Existing Clients and their Significant Others:

7.1. The Department will reimburse the Contractor for Crisis Services as a fee for service either as individual outpatient services or individual recovery support services (non-clinical) as defined in Exhibit A, Section 5.2 or 5.3, respectively and at the rates, unit type, and service limit in Exhibit B-1.

8. Sliding Fee Scale

8.1. The Sliding Fee Scale shall apply to the services listed in Exhibit B-1 except Integrated Medication Assisted Treatment – Staff time that is not a direct service to a specific client(s) (See Section 6), as follows:

8.2. The Contractor will charge the client their portion of the Contract Rate (Maximum Allowed Charge) found in Exhibit B-1, based on the following sliding fee scale as follows:

8.2.1. When the client's income is 0% to 138% of the Federal Poverty Level (FPL), the Contractor will charge the client 0% of the Contract Rate.

8.2.2. When the client's income is 139 to 149% of the Federal Poverty Level (FPL), the Contractor will charge the client 8% of the Contract Rate.

8.2.3. When the client's income is 150% to 199% of the Federal Poverty Level (FPL), the Contractor will charge the client 12% of the Contract Rate.

8.2.4. When the client's income is 200% to 249% of the Federal Poverty Level (FPL), the Contractor will charge the client 25% of the Contract Rate.

8.2.5. When the client's income is 250% to 299% of the Federal Poverty Level (FPL), the Contractor will charge the client 40% of the Contract Rate.



**Exhibit B**

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- 8.2.6. When the client's income is 300% to 349% of the Federal Poverty Level (FPL), the Contractor will charge the client 57%% of the Contract Rate.
- 8.2.7. When the client's income is 350% to 399% of the Federal Poverty Level (FPL), the Contractor will charge the client 77% of the Contract Rate.
- 8.3. The Contractor shall not deny a minor child (under the age of 18) services because of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.
- 9. Non Reimbursement for Services
  - 9.1. The State will not reimburse the Contractor for services provided through this contract when a client has or may have an alternative payer for services described in this scope of work, such as:
    - 9.1.1. Services covered by New Hampshire Health Protection Program for clients who are eligible for the New Hampshire Health Protection Program.
    - 9.1.2. Services covered by New Hampshire Medicaid for clients who are eligible for New Hampshire Medicaid.
    - 9.1.3. Services covered by Medicare for clients who are eligible for Medicare.
    - 9.1.4. Services covered by the client's private insurer(s) at a rate greater than the contract rate (in Exhibit B-1) set by the Department.
  - 9.2. Notwithstanding Section 9.1 above, the Contractor may seek reimbursement from the State for services provided under this contract when a client needs a service that is not covered by the payers listed in Section 9.1.
- 10. When the contract price limitation is reached the program shall continue to operate at full capacity at no charge to the Department for the duration of the contract period.
- 11. Funding may not be used to replace funding for a program already funded from another source.
- 12. The Contractor will keep records of their activities related to Department programs and services.
- 13. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
- 14. Contractor will have forty-five (45) days from the end of the contract period to submit to the Department final invoices for payment. Any adjustments made to a prior invoice will need to be accompanied by supporting documentation.



Exhibit B

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15. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT)

Block Grant funds:

- 15.1. The Contractor agrees to use the SAPT funds as the payment of last resort.
- 15.2. The Contractor agrees to the following funding restrictions on SAPT Block Grant expenditures to:

- 15.2.1. Make cash payments to intended recipients of substance abuse services.
- 15.2.2. Expend more than the amount of Block Grant funds expended in Federal Fiscal Year 1991 for treatment services provided in penal or correctional institutions of the State.
- 15.2.3. Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
- 15.2.4. Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

- 15.3. The Contractor agrees to the Charitable Choice federal statutory provisions as follows:

- 15.3.1. Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.



**Service and Fee Table**

1. The Contractor shall be reimbursed for the Services and up to the Contract Rates in Table A below.
- a. The Contract Rates in the Table A are the maximum allowed charged used in the Methods for Charging for Services under this Contract in Exhibit B, Section 4.

**Table A**

Service	Contract Rate (Maximum Allowed Charge)	Unit	Service Limit
Clinical Evaluation	\$250.00	Per evaluation	1 evaluation per 90 days, per client
Individual Outpatient	\$20.00	15 min	\$200 of combined individual & group per week, per client
Group Outpatient	\$6.00	15 min	
Intensive Outpatient	\$95.00	Per day and only on those days when the client attends individual and/or group counseling associated with the program.	4 days per week (\$380), per client
Integrated Medication Assisted Treatment - Contractor Staff Time	\$7.50	15 min.	3 hours per client per week
Integrated Medication Assisted Treatment - Physician Time	Rate Per Medicaid Physician Billing Codes: 99201 - 99205 and 99211 - 99215.	Unit Per Medicaid Physician Billing Codes: 99201 - 99205 and 99211 - 99215.	1 hour per client per week
Integrated Medication Assisted Treatment – Medication	See Exhibit B, Section 6.3	See Exhibit B, Section 6.3	See Exhibit B, Section 6.3
Continuous Recovery Monitoring - Attempted	\$15.00	Per 3 attempted contacts over the course of at least 1 week	\$60 of combined attempted and completed per month for the first 12 months post discharge, per client
Continuous Recovery Monitoring - Completed	\$15.00	Per 1 completed contact	
Individual Recovery Support Services (Non-Clinical)	\$15.00	15 min	\$160 of combined individual & group per week
Group Recovery Support Services (Non-Clinical)	\$5.00	15 min	



**SPECIAL PROVISIONS**

**Contractors Obligations:** The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
  - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
  - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;





- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

**RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:**

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

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Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
  - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
  - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
  - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
  
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF  
WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.  
When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
  - 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
  - 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
  - 19.3. Monitor the subcontractor's performance on an ongoing basis



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

#### DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

**COSTS:** Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

**DEPARTMENT:** NH Department of Health and Human Services.

**FINANCIAL MANAGEMENT GUIDELINES:** Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

**PROPOSAL:** If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

**UNIT:** For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

**FEDERAL/STATE LAW:** Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

**CONTRACTOR MANUAL:** Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act, NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

**SUPPLANTING OTHER FEDERAL FUNDS:** The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



**REVISIONS TO GENERAL PROVISIONS**

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
  4. **CONDITIONAL NATURE OF AGREEMENT.**  
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
  - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. The Division reserves the right to renew the Contract for up to two additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner  
NH Department of Health and Human Services  
129 Pleasant Street,  
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
  - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
    - 1.2.1. The dangers of drug abuse in the workplace;
    - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
    - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
    - 1.4.1. Abide by the terms of the statement; and
    - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

New Hampshire Department of Health and Human Services  
Exhibit D



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
    - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

25 Country Club Rd  
Suite 705, Suite 607  
Gifford, NH 03249  
Belknap County

258 Highland St  
Suite Y3  
Plymouth, NH 03264  
Grafton County

Check  if there are workplaces on file that are not identified here.

Contractor Name: *Horizons Counseling Center*

2/23/2016  
Date

*Jaqueline Abikoff*  
Name: *Jaqueline Abikoff*  
Title: *Executive Director*



**CERTIFICATION REGARDING LOBBYING**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- \*Temporary Assistance to Needy Families under Title IV-A
- \*Child Support Enforcement Program under Title IV-D
- \*Social Services Block Grant Program under Title XX
- \*Medicaid Program under Title XIX
- \*Community Services Block Grant under Title VI
- \*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name: *Horizons Counseling Center*

2/23/2016  
Date

*Jaqueline Abikoff*  
Name: *Jaqueline Abikoff*  
Title: *Executive Director*





**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

#### PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

#### LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
- 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: *Horizons Counseling Center*

2/23/2016  
Date

*Jacqueline Abikoff*  
Name: *Jacqueline Abikoff*  
Title: *Executive Director*



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO  
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND  
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials

New Hampshire Department of Health and Human Services  
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: *Horizons Counseling Center*

2/23/16  
Date

*Jaqueline Abikoff*  
Name: *Jaqueline Abikoff*  
Title: *Executive Director*

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials *JA*



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name: *Horizons Counseling Center*

2/23/2016  
Date

*Jacqueline Abikoff*  
\_\_\_\_\_  
Name: *Jacqueline Abikoff*  
Title: *Executive Director*



Exhibit I

**HEALTH INSURANCE PORTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. "**Breach**" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "**Business Associate**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "**Covered Entity**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "**Designated Record Set**" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "**Data Aggregation**" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "**Health Care Operations**" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "**HITECH Act**" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "**HIPAA**" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "**Individual**" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "**Privacy Rule**" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "**Protected Health Information**" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.



Exhibit I

- i. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
  - i. For the proper management and administration of the Business Associate;
  - ii. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - iii. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

**(3) Obligations and Activities of Business Associate.**

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
  - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - o The unauthorized person used the protected health information or to whom the disclosure was made;
  - o Whether the protected health information was actually acquired or viewed
  - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI





Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

**(4) Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

**(5) Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

**(6) Miscellaneous**

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health & Human Services  
The State

Kathleen Dunn  
Signature of Authorized Representative

Kathleen A. Dunn  
Name of Authorized Representative

Associate Commissioner  
Title of Authorized Representative

2/27/16  
Date

Horizons Counseling Center  
Name of the Contractor

Jacqueline Abikoff  
Signature of Authorized Representative

Jacqueline Abikoff  
Name of Authorized Representative

Executive Director  
Title of Authorized Representative

2/23/2016  
Date



**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
  - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
  - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: *Horizons Counseling Center*

2/23/2016  
Date

*Jacqueline Abikoff*  
Name: *Jacqueline Abikoff*  
Title: *Executive Director*



**FORM A**

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 198872905
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO                       YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO                       YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____



Exhibit K

Operational Requirements for all Programs

The contractor shall comply with the following requirements:

1. Requirements for Organizational or Program Changes.

The contractor shall provide the department with written notice at least 30 days prior to changes in any of the following:

- 1.1.1. Ownership;
- 1.1.2. Physical location;
- 1.1.3. Name.

1.2. When there is a new administrator, the following shall apply:

- 1.2.1. The contractor shall provide the department with immediate notice when an administrator position becomes vacant;
- 1.2.2. The contractor shall notify the department in writing as soon as possible prior to a change in administrator, and immediately upon the lack of an administrator, and provide the department with the following:
  - 1.2.2.1. The written disclosure of the new administrator required in Section 1.2 above;
  - 1.2.2.2. A resume identifying the name and qualifications of the new administrator; and
  - 1.2.2.3. Copies of applicable licenses for the new administrator;
- 1.2.3. When there is a change in the name, the contractor shall submit to the department a copy of the certificate of amendment from the New Hampshire Secretary of State, if applicable, and the effective date of the name change.
- 1.2.4. When a contractor discontinues a contracted program, it shall submit to the department:
  - 1.2.4.1. A plan to transfer, discharge or refer all clients being served in the contracted program; and
  - 1.2.4.2. A plan for the security and transfer of the client's records being served in the contracted program as required by Sections 12.8 – 12.10 below and with the consent of the client.

2. Inspections.

For the purpose of determining compliance with the contract, the contractor shall admit and allow any department representative at any time to inspect the following:

- 2.1.1. The facility premises;
- 2.1.2. All programs and services provided under the contract; and
- 2.1.3. Any records required by the contract.
- 2.2. A notice of deficiencies shall be issued when, as a result of any inspection, the department determines that the contractor is in violation of any of the contract requirements.
- 2.3. If the notice identifies deficiencies to be corrected, the contractor shall submit a plan of correction in accordance within 21 working days of receiving the inspection findings.

3. Administrative Remedies.

- 3.1. The department shall impose administrative remedies for violations of contract requirements, including:
  - 3.1.1. Requiring a contractor to submit a plan of correction (POC);
  - 3.1.2. Imposing a directed POC upon a contractor;
  - 3.1.3. Suspension of a contract; or
  - 3.1.4. Revocation of a contract.



Exhibit K

- 3.2. When administrative remedies are imposed, the department shall provide a written notice, as applicable, which:
  - 3.2.1. Identifies each deficiency;
  - 3.2.2. Identifies the specific remedy(s) that has been proposed; and
  - 3.2.3. Provides the contractor with information regarding the right to a hearing in accordance with RSA 541-A and He-C 200.
- 3.3. A POC shall be developed and enforced in the following manner:
  - 3.3.1. Upon receipt of a notice of deficiencies, the contractor shall submit a written POC within 21 days of the date on the notice describing:
    - 3.3.1.1. How the contractor intends to correct each deficiency;
    - 3.3.1.2. What measures will be put in place, or what system changes will be made to ensure that the deficiency does not recur; and
    - 3.3.1.3. The date by which each deficiency shall be corrected which shall be no later than 90 days from the date of submission of the POC;
  - 3.3.2. The department shall review and accept each POC that:
    - 3.3.2.1. Achieves compliance with contract requirements;
    - 3.3.2.2. Addresses all deficiencies and deficient practices as cited in the inspection report;
    - 3.3.2.3. Prevents a new violation of contract requirements as a result of implementation of the POC; and
    - 3.3.2.4. Specifies the date upon which the deficiencies will be corrected;
- 3.4. If the POC is acceptable, the department shall provide written notification of acceptance of the POC;
- 3.5. If the POC is not acceptable, the department shall notify the contractor in writing of the reason for rejecting the POC;
- 3.6. The contractor shall develop and submit a revised POC within 21 days of the date of the written notification in 3.5 above;
- 3.7. The revised POC shall comply with 3.3.1 above and be reviewed in accordance with 3.3.2 above;
- 3.8. If the revised POC is not acceptable to the department, or is not submitted within 21 days of the date of the written notification in 3.5 above, the contractor shall be subject to a directed POC in accordance with 3.12 below;
- 3.9. The department shall verify the implementation of any POC that has been submitted and accepted by:
  - 3.9.1. Reviewing materials submitted by the contractor;
  - 3.9.2. Conducting a follow-up inspection; or
  - 3.9.3. Reviewing compliance during the next scheduled inspection;
- 3.10. Verification of the implementation of any POC shall only occur after the date of completion specified by the contractor in the plan; and
- 3.11. If the POC or revised POC has not been implemented by the completion date, the contractor shall be issued a directed POC in accordance with 3.12 below.
- 3.12. The department shall develop and impose a directed POC that specifies corrective actions for the contractor to implement when:
  - 3.12.1. As a result of an inspection, deficiencies were identified that require immediate corrective action to protect the health and safety of the clients or personnel;
  - 3.12.2. A revised POC is not submitted within 21 days of the written notification from the department; or
  - 3.12.3. A revised POC submitted has not been accepted.



Exhibit K

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4. Duties and Responsibilities of All Contractors.
    - 4.1. The contractor shall comply with all federal, state, and local laws, rules, codes, ordinances, licenses, permits, and approvals, and rules promulgated thereunder, as applicable.
    - 4.2. The contractor shall monitor, assess, and improve, as necessary, the quality of care and service provided to clients on an ongoing basis.
    - 4.3. The contractor shall provide for the necessary qualified personnel, facilities, equipment, and supplies for the safety, maintenance and operation of the contractor.
    - 4.4. The contractor shall develop and implement written policies and procedures governing its operation and all services provided.
    - 4.5. All policies and procedures shall be reviewed, revised, and trained on per contractor policy.
    - 4.6. The contractor shall:
      - 4.6.1. Employ an administrator responsible for the day-to-day operation of the contractor;
      - 4.6.2. Maintain a current job description and minimum qualifications for the administrator, including the administrator's authority and duties; and
      - 4.6.3. Establish, in writing, a chain of command that sets forth the line of authority for the operation of the contractor the staff position(s) to be delegated the authority and responsibility to act in the administrator's behalf when the administrator is absent.
    - 4.7. The contractor shall post the following documents in a public area:
      - 4.7.1. A copy of the contractor's policies and procedures relative to the implementation of client rights and responsibilities, including client confidentiality per 42 CFR Part 2; and
      - 4.7.2. The contractor's plan for fire safety, evacuation and emergencies identifying the location of, and access to all fire exits.
    - 4.8. The contractor or any employee shall not falsify any documentation or provide false or misleading information to the department.
    - 4.9. The contractor shall comply with all conditions of warnings and administrative remedies issued by the department, and all court orders.
    - 4.10. The contractor shall admit and allow any department representative to inspect the certified premises and all programs and services that are being provided at any time for the purpose of determining compliance with the contract.
    - 4.11. The contractor shall:
      - 4.11.1. Report all critical incidents and sentinel events to the department in accordance with Exhibit A, Section 20.2.3;
      - 4.11.2. Submit additional information if required by the department; and
      - 4.11.3. Report the event to other agencies as required by law.
    - 4.12. The contractor shall implement policies and procedures for reporting:
      - 4.12.1. Suspected child abuse, neglect or exploitation, in accordance with RSA 169-C:29-30; and
      - 4.12.2. Suspected abuse, neglect or exploitation of adults, in accordance with RSA 149-F:49.
    - 4.13. The contractor shall report all positive tuberculosis test results for personnel to the office of disease control in accordance with RSA 141-C:7, He-P 301.02 and He-P 301.03.
    - 4.14. For residential programs, if the contractor accepts a client who is known to have a disease reportable under He-P 301 or an infectious disease, which is any disease





Exhibit K

caused by the growth of microorganisms in the body which might or might not be contagious, the contractor shall follow the required procedures for the care of the clients, as specified by the United States Centers for Disease Control and Prevention 2007 Guideline for Isolation Precautions, Preventing Transmission of Infectious Agents in Healthcare Settings, June 2007.

- 4.15. Contractors shall implement state and federal regulations on client confidentiality, including provisions outlined in 42 CFR 2.13, RSA 172:8-a, and RSA 318-B:12;
- 4.16. A contractor shall, upon request, provide a client or the client's guardian or agent, if any, with a copy of his or her client record within the confines for 42 CFR Part 2.
- 4.17. The contractor shall develop policies and procedures regarding the release of information contained in client records, in accordance with 42 CFR Part 2, the Health Insurance Portability and Accountability Act (HIPAA), and RSA 318-B:10.
- 4.18. All records required by the contract shall be legible, current, accurate and available to the department during an inspection or investigation conducted in accordance with these rules.
- 4.19. Any contractor that maintains electronic records shall develop written policies and procedures designed to protect the privacy of clients and personnel that, at a minimum, include:
  - 4.19.1. Procedures for backing up files to prevent loss of data;
  - 4.19.2. Safeguards for maintaining the confidentiality of information pertaining to clients and staff; and
  - 4.19.3. Systems to prevent tampering with information pertaining to clients and staff.
- 4.20. The contractor's service site(s) shall:
  - 4.20.1. Be accessible to a person with a disability using ADA accessibility and barrier free guidelines per 42 U.S.C. 12131 et seq;
  - 4.20.2. Have a reception area separate from living and treatment areas;
  - 4.20.3. Have private space for personal consultation, charting, treatment and social activities, as applicable;
  - 4.20.4. Have secure storage of active and closed confidential client records; and
  - 4.20.5. Have separate and secure storage of toxic substances.
- 4.21. The contractor shall establish and monitor a code of ethics for the contractor and its staff, as well as a mechanism for reporting unethical conduct.

The contractor shall maintain specific policies on the following and shall submit these policies to the department for approval no later than 30 days after the effective date of the contract:

- 4.21.1. Client rights, grievance and appeals policies and procedures;
- 4.21.2. Progressive discipline, leading to administrative discharge;
- 4.21.3. Reporting and appealing staff grievances;
- 4.21.4. Policies on client alcohol and other drug use while in treatment;
- 4.21.5. Policies on client and employee smoking that are in compliance with Exhibit A, Section 4.1.5;
- 4.21.6. Drug-free workplace policy and procedures, including a requirement for the filing of written reports of actions taken in the event of staff misuse of alcohol or other drugs;
- 4.21.7. Policies and procedures for holding a client's possessions;
- 4.21.8. Secure storage of staff medications;
- 4.21.9. A client medication policy;
- 4.21.10. Urine specimen collection, as applicable, that:



Exhibit K

- 4.21.10.1. Ensure that collection is conducted in a manner that preserves client privacy as much as possible; and
- 4.21.10.2. Minimize falsification;
- 4.21.11. Safety and emergency procedures on the following:
  - 4.21.11.1. Medical emergencies;
  - 4.21.11.2. Infection control and universal precautions, including the use of protective clothing and devices;
  - 4.21.11.3. Reporting employee injuries;
  - 4.21.11.4. Fire monitoring, warning, evacuation, and safety drill policy and procedures;
  - 4.21.11.5. Emergency closings;
  - 4.21.11.6. Posting of the above safety and emergency procedures.
- 4.21.12. Procedures for protection of client records that govern use of records, storage, removal, conditions for release of information, and compliance with 42CFR, Part 2 and the Health Insurance Portability and Accountability Act (HIPAA); and
- 4.21.13. Procedures related to quality assurance and quality improvement.
- 5. Collection of Fees.
  - 5.1. The contractor shall maintain procedures regarding collections from client fees, private or public insurance, and other payers responsible for the client's finances; and
  - 5.2. At the time of screening and admission the contractor shall provide the client, and the client's guardian, agent, or personal representative, with a listing of all known applicable charges and identify what care and services are included in the charge.
- 6. Client Screening and Denial of Services.
  - 6.1. Contractors shall maintain a record of all client screenings, including:
    - 6.1.1. The client name and/or unique client identifier;
    - 6.1.2. The client referral source;
    - 6.1.3. The date of initial contact from the client or referring agency;
    - 6.1.4. The date of screening;
    - 6.1.5. The result of the screening, including the reason for denial of services if applicable;
    - 6.1.6. For any client who is placed on a waitlist, record of referrals to and coordination with interim services or reason that such a referral was not made;
    - 6.1.7. Record of all client contacts between screening and removal from the waitlist; and
    - 6.1.8. Date client was removed from the waitlist and the reason for removal
  - 6.2. For any client who is denied services, the contractor is responsible for:
    - 6.2.1. Informing the client of the reason for denial;
    - 6.2.2. Assisting the client in identifying and accessing appropriate available treatment;
  - 6.3. The contractor shall not deny services to a client solely because the client:
    - 6.3.1. Previously left treatment against the advice of staff;
    - 6.3.2. Relapsed from an earlier treatment;
    - 6.3.3. Is on any class of medications, including but not limited to opiates or benzodiazepines; or
    - 6.3.4. Has been diagnosed with a mental health disorder.
  - 6.4. The contractor shall report on 6.1 and 6.2 above at the request of the department.
- 7. Personnel Requirements.
  - 7.1. The contractor shall develop a current job description for all staff, including contracted staff, volunteers, and student interns, which shall include:
    - 7.1.1. Job title;



Exhibit K

- 7.1.2. Physical requirements of the position;
- 7.1.3. Education and experience requirements of the position;
- 7.1.4. Duties of the position;
- 7.1.5. Positions supervised; and
- 7.1.6. Title of immediate supervisor.
- 7.2. The contractor shall develop and implement policies regarding criminal background checks of prospective employees, which shall, at a minimum, include:
  - 7.2.1. Requiring a prospective employee to sign a release to allow the contractor to obtain his or her criminal record;
  - 7.2.2. Requiring the administrator or his or her designee to obtain and review a criminal records check from the New Hampshire department of safety for each prospective employee;
  - 7.2.3. Criminal background standards regarding the following, beyond which shall be reason to not hire a prospective employee in order to ensure the health, safety, or well-being of clients:
    - 7.2.3.1. Felony convictions in this or any other state;
    - 7.2.3.2. Convictions for sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation; and
    - 7.2.3.3. Findings by the department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation or any person; and
  - 7.2.4. Waiver of 7.2.3 above for good cause shown.
- 7.3. All staff, including contracted staff, shall:
  - 7.3.1. Meet the educational, experiential, and physical qualifications of the position as listed in their job description;
  - 7.3.2. Not exceed the criminal background standards established by 7.2.3 above, unless waived for good cause shown, in accordance with policy established in 7.2.4 above;
  - 7.3.3. Be licensed, registered or certified as required by state statute and as applicable;
  - 7.3.4. Receive an orientation within the first 3 days of work or prior to direct contact with clients, which includes:
    - 7.3.4.1. The contractor's code of ethics, including ethical conduct and the reporting of unprofessional conduct;
    - 7.3.4.2. The contractor's policies on client rights and responsibilities and complaint procedures;
    - 7.3.4.3. Confidentiality requirements as required by Sections 4.15 and 4.19.2 above and Section 17 below;
    - 7.3.4.4. Grievance procedures for both clients and staff as required in Section 4.22.1 and 4.22.3 above and Section 18 below.
    - 7.3.4.5. The duties and responsibilities and the policies, procedures, and guidelines of the position they were hired for;
    - 7.3.4.6. Topics covered by both the administrative and personnel manuals;
    - 7.3.4.7. The contractor's infection prevention program;
    - 7.3.4.8. The contractor's fire, evacuation, and other emergency plans which outline the responsibilities of personnel in an emergency; and
    - 7.3.4.9. Mandatory reporting requirements for abuse or neglect such as those found in RSA 161-F and RSA 169-C:29; and
  - 7.3.5. Sign and date documentation that they have taken part in an orientation as described in 7.3.4 above;



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- 7.3.6. Complete a mandatory annual in-service education, which includes a review of all elements described in 7.3.4 above.
- 7.4. Prior to having contact with clients, employees and contracted employees shall:
  - 7.4.1. Submit to the contractor proof of a physical examination or a health screening conducted not more than 12 months prior to employment which shall include at a minimum the following:
    - 7.4.1.1. The name of the examinee;
    - 7.4.1.2. The date of the examination;
    - 7.4.1.3. Whether or not the examinee has a contagious illness or any other illness that would affect the examinee's ability to perform their job duties;
    - 7.4.1.4. Results of a 2-step tuberculosis (TB) test, Mantoux method or other method approved by the Centers for Disease Control (CDC); and
    - 7.4.1.5. The dated signature of the licensed health practitioner;
  - 7.4.2. Be allowed to work while waiting for the results of the second step of the TB test when the results of the first step are negative for TB; and
  - 7.4.3. Comply with the requirements of the Centers for Disease Control Guidelines for Preventing the Transmission of Tuberculosis in Health Facilities Settings, 2005, if the person has either a positive TB test, or has had direct contact or potential for occupational exposure to Mycobacterium tuberculosis through shared air space with persons with infectious tuberculosis.
- 7.5. Employees, contracted employees, volunteers and independent contractors who have direct contact with clients who have a history of TB or a positive skin test shall have a symptomatology screen of a TB test.
- 7.6. The contractor shall maintain and store in a secure and confidential manner, a current personnel file for each employee, student, volunteer, and contracted staff. A personnel file shall include, at a minimum, the following:
  - 7.6.1. A completed application for employment or a resume, including:
  - 7.6.2. Identification data; and
  - 7.6.3. The education and work experience of the employee;
  - 7.6.4. A copy of the current job description or agreement, signed by the individual, that identifies the:
    - 7.6.4.1. Position title;
    - 7.6.4.2. Qualifications and experience; and
    - 7.6.4.3. Duties required by the position;
  - 7.6.5. Written verification that the person meets the contractor's qualifications for the assigned job description, such as school transcripts, certifications and licenses as applicable;
  - 7.6.6. A signed and dated record of orientation as required by 7.3.4 above;
  - 7.6.7. A copy of each current New Hampshire license, registration or certification in health care field and CPR certification, if applicable;
  - 7.6.8. Records of screening for communicable diseases results required in 7.4 above;
  - 7.6.9. Written performance appraisals for each year of employment including description of any corrective actions, supervision, or training determined by the person's supervisor to be necessary;
  - 7.6.10. Documentation of annual in-service education as required by 7.3.6 above;
  - 7.6.11. Information as to the general content and length of all continuing education or educational programs attended;



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- 7.6.12. A signed statement acknowledging the receipt of the contractor's policy setting forth the client's rights and responsibilities, including confidentiality requirements, and acknowledging training and implementation of the policy.
- 7.6.13. A statement, which shall be signed at the time the initial offer of employment is made and then annually thereafter, stating that he or she:
  - 7.6.13.1. Does not have a felony conviction in this or any other state;
  - 7.6.13.2. Has not been convicted of a sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation or pose a threat to the health, safety or well-being of a client; and
  - 7.6.13.3. Has not had a finding by the department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation of any person; and
- 7.6.14. Documentation of the criminal records check and any waivers per 7.2 above.
- 7.7. An individual need not re-disclose any of the matters in 7.6.13 and 7.6.14 above if the documentation is available and the contractor has previously reviewed the material and granted a waiver so that the individual can continue employment.
- 8. Clinical Supervision.
  - 8.1. Contractors shall comply with the following clinical supervision requirements for unlicensed counselors:
    - 8.1.1. Each unlicensed alcohol and drug counselor or Certified Recovery Support Worker (CRSW) shall be supervised by a New Hampshire-MLADC or LADC with the LCS credential at a ratio of one LADC to every 2 full-time equivalent positions that are unlicensed alcohol and drug counselors or CRSWs;
    - 8.1.2. Unlicensed counselors shall receive at least one hour of supervision for every 20 hours of direct client contact;
    - 8.1.3. Supervision shall be provided on an individual or group basis, or both, depending upon the employee's need, experience and skill level;
    - 8.1.4. Supervision shall include following techniques:
      - 8.1.4.1. Review of case records;
      - 8.1.4.2. Observation of interactions with clients;
      - 8.1.4.3. Skill development; and
      - 8.1.4.4. Review of case management activities; and
    - 8.1.5. Supervisors shall maintain a log of the supervision date, duration, content and who was supervised by whom;
    - 8.1.6. Individuals licensed or certified by the NH Board of Licensing for Alcohol and Other Drug Use Professionals shall receive supervision in accordance with RSA 330-C and the rules promulgated thereunder.
- 9. Clinical Services.
  - 9.1. Each contractor shall have and adhere to a clinical care manual which includes policies and procedures related to all clinical services provided.
  - 9.2. All clinical services provided shall:
    - 9.2.1. Focus on the client's strengths;
    - 9.2.2. Be sensitive and relevant to the diversity of the clients being served;
    - 9.2.3. Be client and family centered;
    - 9.2.4. Be trauma informed, which means designed to acknowledge the impact of violence and trauma on people's lives and the importance of addressing trauma in treatment; and
  - 9.3. Upon a client's admission, the contractor shall conduct a client orientation, either individually or by group, to include the following:



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- 9.3.1. Rules, policies, and procedures of the contractor, program, and facility;
- 9.3.2. Requirements for successfully completing the program;
- 9.3.3. The administrative discharge policy and the grounds for administrative discharge;
- 9.3.4. All applicable laws regarding confidentiality, including the limits of confidentiality and mandatory reporting requirements; and
- 9.3.5. Requiring the client to sign a receipt that the orientation was conducted.
- 9.3.6. Upon a client's admission to treatment, the contractor shall conduct an HIV/AIDS screening, to include:
  - 9.3.7. The provision of information;
  - 9.3.8. Risk assessment;
  - 9.3.9. Intervention and risk reduction education, and
  - 9.3.10. Referral for testing, if appropriate, within 7 days of admission;
- 10. Treatment and Rehabilitation.
  - 10.1. A LADC or unlicensed counselor under the supervision of a LADC shall develop and maintain a written treatment plan for each client in accordance with TAP 21: Addiction Counseling Competencies available at <http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1> which addresses all ASAM domains.
  - 10.2. Treatment plans shall be developed as follows:
    - 10.2.1. Within 7 days following admission to any residential program; and
    - 10.2.2. No later than the third session of an ambulatory treatment program.
  - 10.3. Individual treatment plans shall contain, at a minimum, the following elements:
    - 10.3.1. Goals, objectives, and interventions written in terms that are specific, measurable, attainable, realistic and timely.
    - 10.3.2. Identifies the recipient's clinical needs, treatment goals, and objectives;
    - 10.3.3. Identifies the client's strengths and resources for achieving goals and objectives in 10.3.1 above;
    - 10.3.4. Defines the strategy for providing services to meet those needs, goals, and objectives;
    - 10.3.5. Identifies referral to outside contractors for the purpose of achieving a specific goal or objective when the service cannot be delivered by the treatment program;
    - 10.3.6. Provides the criteria for terminating specific interventions; and
    - 10.3.7. Includes specification and description of the indicators to be used to assess the individual's progress.
    - 10.3.8. Documentation of participation by the client in the treatment planning process or the reason why the client did not participate; and
    - 10.3.9. Signatures of the client and the counselor agreeing to the treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.
  - 10.4. Treatment plans shall be updated based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent.
  - 10.5. Treatment plan updates shall include:
    - 10.5.1. Documentation of the degree to which the client is meeting treatment plan goals and objectives;
    - 10.5.2. Modification of existing goals or addition of new goals based on changes in the clients functioning relative to ASAM domains and treatment goals and objectives.



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- 10.5.3. The counselor's assessment of whether or not the client needs to move to a different level of care based on changes in functioning in any ASAM domain and documentation of the reasons for this assessment.
- 10.5.4. The signature of the client and the counselor agreeing to the updated treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.
- 10.6. In addition to the individualized treatment planning in 10.3 above, all contractors shall provide client education on:
  - 10.6.1. Substance use disorders;
  - 10.6.2. Relapse prevention;
  - 10.6.3. Infectious diseases associated with injection drug use, including but not limited to, HIV, hepatitis, and TB;
  - 10.6.4. Sexually transmitted diseases;
  - 10.6.5. Emotional, physical, and sexual abuse;
  - 10.6.6. Nicotine use disorder and cessation options;
  - 10.6.7. The impact of drug and alcohol use during pregnancy, risks to the fetus, and the importance of informing medical practitioners of drug and alcohol use during pregnancy
- 10.7. Group education and counseling
  - 10.7.1. The contractor shall maintain an outline of each educational and group therapy session provided.
  - 10.7.2. All group counseling sessions shall be limited to 12 clients or fewer per counselor.
- 10.8. Progress notes
  - 10.8.1. A progress note shall be completed for each individual, group, or family treatment or education session.
  - 10.8.2. Each progress note shall contain the following components:
    - 10.8.2.1. Data, including self-report, observations, interventions, current issues/stressors, functional impairment, interpersonal behavior, motivation, and progress, as it relates to the current treatment plan;
    - 10.8.2.2. Assessment, including progress, evaluation of intervention, and obstacles or barriers; and
    - 10.8.2.3. Plan, including tasks to be completed between sessions, objectives for next session, any recommended changes, and date of next session; and
- 10.9. Residential programs shall maintain a daily shift change log which documents such things as client behavior and significant events that a subsequent shift should be made aware of.
- 11. Client Discharge and Transfer.
  - 11.1. A client shall be discharged from a program for the following reasons:
    - 11.1.1. Program completion or transfer based on changes in the client's functioning relative to ASAM criteria;
    - 11.1.2. Program termination, including:
      - 11.1.2.1. Administrative discharge;
      - 11.1.2.2. Non-compliance with the program;
      - 11.1.2.3. The client left the program before completion against advice of treatment staff; and
    - 11.1.3. The client is inaccessible, such as the client has been jailed or hospitalized; and
  - 11.2. In all cases of client discharge or transfer, the counselor shall complete a narrative discharge summary, including, at a minimum:



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- 11.2.1. The dates of admission and discharge or transfer;
- 11.2.2. The client's psychosocial substance abuse history and legal history;
- 11.2.3. A summary of the client's progress toward treatment goals in all ASAM domains;
- 11.2.4. The reason for discharge or transfer;
- 11.2.5. The client's DSM 5 diagnosis and summary, to include other assessment testing completed during treatment;
- 11.2.6. A summary of the client's physical condition at the time of discharge or transfer;
- 11.2.7. A continuing care plan, including all ASAM domains;
- 11.2.8. A determination as to whether the client would be eligible for re-admission to treatment, if applicable; and
- 11.2.9. The dated signature of the counselor completing the summary.
- 11.3. The discharge summary shall be completed:
  - 11.3.1. No later than 7 days following a client's discharge or transfer from the program; or
  - 11.3.2. For withdrawal management services, by the end of the next business day following a client's discharge or transfer from the program.
- 11.4. When transferring a client, either from one level of care to another within the same certified contractor agency or to another treatment contractor, the counselor shall:
  - 11.4.1. Complete a progress note on the client's treatment and progress towards treatment goals, to be included in the client's record; and
  - 11.4.2. Update the client assessment and treatment plan.
- 11.5. When transferring a client to another treatment contractor, the current contractor shall forward copies of the following information to the receiving contractor, only after a release of confidential information is signed by the client:
  - 11.5.1. The discharge summary;
  - 11.5.2. Client demographic information, including the client's name, date of birth, address, telephone number, and the last 4 digits of his or her Social Security number; and
  - 11.5.3. A diagnostic assessment statement and other assessment information, including:
    - 11.5.3.1. TB test results;
    - 11.5.3.2. A record of the client's treatment history; and
    - 11.5.3.3. Documentation of any court-mandated or agency-recommended follow-up treatment.
- 11.6. The counselor shall meet with the client at the time of discharge or transfer to establish a continuing care plan that:
  - 11.6.1. Includes recommendations for continuing care in all ASAM domains;
  - 11.6.2. Addresses the use of self-help groups including, when indicated, facilitated self-help; and
  - 11.6.3. Assists the client in making contact with other agencies or services.
- 11.7. The counselor shall document in the client record if and why the meeting in Section 11.6 above could not take place.
- 11.8. A contractor may administratively discharge a client from a program only if:
  - 11.8.1. The client's behavior on program premises is abusive, violent, or illegal;
  - 11.8.2. The client is non-compliant with prescription medications;
  - 11.8.3. Clinical staff documents therapeutic reasons for discharge, which may include the client's continued use of illicit drugs or an unwillingness to follow appropriate clinical interventions; or





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11.8.4. The client violates program rules in a manner that is consistent with the contractor's progressive discipline policy.

12. Client Record System.

12.1. Each contractor shall have policies and procedures to implement a comprehensive client record system, in either paper form or electronic form, or both, that complies with this section.

The client record of each client served shall communicate information in a manner that is:

12.1.1. Organized into related sections with entries in chronological order;

12.1.2. Easy to read and understand;

12.1.3. Complete, containing all the parts; and

12.1.4. Up-to-date, including notes of most recent contacts.

12.2. The client record shall include, at a minimum, the following components, organized as follows:

12.2.1. First section, Intake/Initial Information:

12.2.1.1. Identification data, including the client's:

12.2.1.1.1. Name;

12.2.1.1.2. Date of birth;

12.2.1.1.3. Address;

12.2.1.1.4. Telephone number; and

12.2.1.1.5. The last 4 digits of the client's Social Security number;

12.2.1.2. The date of admission;

12.2.1.3. If either of these have been appointed for the client, the name and address of:

12.2.1.3.1. The guardian; and

12.2.1.3.2. The representative payee;

12.2.1.4. The name, address, and telephone number of the person to contact in the event of an emergency;

12.2.1.5. Contact information for the person or entity referring the client for services, as applicable;

12.2.1.6. The name, address, and telephone number of the primary health care contractor;

12.2.1.7. The name, address, and telephone number of the behavioral health care contractor, if applicable;

12.2.1.8. The name and address of the client's public or private health insurance contractor(s), or both;

12.2.1.9. The client's religious preference, if any;

12.2.1.10. The client's personal health history;

12.2.1.11. The client's mental health history;

12.2.1.12. Current medications;

12.2.1.13. Records and reports prepared prior to the client's current admission and determined by the counselor to be relevant; and

12.2.1.14. Signed receipt of notification of client rights;

12.2.2. Second section, Screening/Assessment/Evaluation:

12.2.2.1. Documentation of all elements of screening, assessment and evaluation required by Exhibit A, Sections 6 and 10.2;

12.2.3. Third section, Treatment Planning:

12.2.3.1. The individual treatment plan, updated at designated intervals in accordance with Sections 10.2 – 10.5 above; and



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- 12.2.3.2. Signed and dated progress notes and reports from all programs involved, as required by Section 10.8 above;
- 12.2.4. Fourth section, Discharge Planning:
  - 12.2.4.1. A narrative discharge summary, as required by Sections 11.2 and 11.3 above;
- 12.2.5. Fifth section, Releases of Information/Miscellaneous:
  - 12.2.5.1. Release of information forms compliant with 42 CFR, Part 2;
  - 12.2.5.2. Any correspondence pertinent to the client; and
  - 12.2.5.3. Any other information the contractor deems significant.
- 12.3. If the contractor utilizes a paper format client record system, then the sections in Section 12.3 above shall be tabbed sections.
- 12.4. If the contractor utilizes an electronic format, the sections in Section 12.3 above shall not apply provided that all information listed in Section 12.3 above is included in the electronic record.
- 12.5. All client records maintained by the contractor or its sub-contractors, including paper files, facsimile transmissions, or electronic data transfers, shall be strictly confidential.
- 12.6. All confidential information shall be maintained within a secure storage system at all times as follows:
  - 12.6.1. Paper records and external electronic storage media shall be kept in locked file cabinets;
  - 12.6.2. All electronic files shall be password protected; and
  - 12.6.3. All confidential notes or other materials that do not require storage shall be shredded immediately after use.
  - 12.6.4. Contractors shall retain client records after the discharge or transfer of the client, as follows:
    - 12.6.4.1. For a minimum of 7 years for an adult; and
    - 12.6.4.2. For a minimum of 7 years after age of majority for children.
- 12.7. In the event of a program closure, the contractor closing its treatment program shall arrange for the continued management of all client records. The closing contractor shall notify the department in writing of the address where records will be stored and specify the person managing the records.
- 12.8. The closing contractor shall arrange for storage of each record through one or more of the following measures:
  - 12.8.1. Continue to manage the records and give written assurance to the department that it will respond to authorized requests for copies of client records within 10 working days;
  - 12.8.2. Transfer records of clients who have given written consent to another contractor; or
  - 12.8.3. Enter into a limited service organization agreement with another contractor to store and manage records.
- 13. Medication Services.
  - 13.1. No administration of medications, including physician samples, shall occur except by a licensed medical practitioner working within their scope of practice.
  - 13.2. All prescription medications brought by a client to program shall be in their original containers and legibly display the following information:
    - 13.2.1. The client's name;
    - 13.2.2. The medication name and strength;
    - 13.2.3. The prescribed dose;
    - 13.2.4. The route of administration;



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- 13.2.5. The frequency of administration; and
  - 13.2.6. The date ordered.
  - 13.3. Any change or discontinuation of prescription medications shall require a written order from a licensed practitioner.
  - 13.4. All prescription medications, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be kept on the client's person or stored in the client's room, shall be stored as follows:
    - 13.4.1. All medications shall be kept in a storage area that is:
      - 13.4.1.1. Locked and accessible only to authorized personnel;
      - 13.4.1.2. Organized to allow correct identification of each client's medication(s);
      - 13.4.1.3. Illuminated in a manner sufficient to allow reading of all medication labels; and
      - 13.4.1.4. Equipped to maintain medication at the proper temperature;
    - 13.4.2. Schedule II controlled substances, as defined by RSA 318-B:1-b, shall be kept in a separately locked compartment within the locked medication storage area and accessible only to authorized personnel; and
    - 13.4.3. Topical liquids, ointments, patches, creams and powder forms of products shall be stored in a manner such that cross-contamination with oral, optic, ophthalmic, and parenteral products shall not occur.
  - 13.5. Medication belonging to personnel shall not be accessible to clients, nor stored with client medication.
  - 13.6. Over-the-counter (OTC) medications shall be handled in the following manner:
    - 13.6.1. Only original, unopened containers of OTC medications shall be allowed to be brought into the program;
    - 13.6.2. OTC medication shall be stored in accordance with Section 13.4 above.
    - 13.6.3. OTC medication containers shall be marked with the name of the client using the medication and taken in accordance with the directions on the medication container or as ordered by a licensed practitioner;
  - 13.7. All medications self-administered by a client, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be taken by the client without supervision, shall be supervised by the program staff, as follows:
    - 13.7.1. Staff shall remind the client to take the correct dose of his or her medication at the correct time;
    - 13.7.2. Staff may open the medication container but shall not be permitted to physically handle the medication itself in any manner;
    - 13.7.3. Staff shall remain with the client to observe them taking the prescribed dose and type of medication;
  - 13.8. For each medication taken, staff shall document in an individual client medication log the following:
    - 13.8.1. The medication name, strength, dose, frequency and route of administration;
    - 13.8.2. The date and the time the medication was taken;
    - 13.8.3. The signature or identifiable initials of the person supervising the taking of said medication; and
    - 13.8.4. The reason for any medication refused or omitted.
  - 13.9. Upon a client's discharge:
    - 13.9.1. The client medication log in Section 13.8 above shall be included in the client's record; and
    - 13.9.2. The client shall be given any remaining medication to take with him or her
14. Notice of Client Rights



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- 14.1. Programs shall inform clients of their rights under these rules in clear, understandable language and form, both verbally and in writing as follows:
  - 14.1.1. Applicants for services shall be informed of their rights to evaluations and access to treatment;
  - 14.1.2. Clients shall be advised of their rights upon entry into any program and at least once a year after entry;
  - 14.1.3. Initial and annual notifications of client rights in Section 14 above shall be documented in the client's record; and
- 14.2. Every program within the service delivery system shall post notice of the rights, as follows:
  - 14.2.1. The notice shall be posted continuously and conspicuously;
  - 14.2.2. The notice shall be presented in clear, understandable language and form; and
  - 14.2.3. Each program and residence shall have on the premises complete copies of rules pertaining to client rights that are available for client review.
- 15. Fundamental Rights.
  - 15.1. No person receiving treatment for a substance use disorder shall be deprived of any legal right to which all citizens are entitled solely by reason of that person's admission to the treatment services system.
- 16. Personal Rights.
  - 16.1. Persons who are applicants for services or clients in the service delivery system shall be treated by program staff with dignity and respect at all times.
  - 16.2. Clients shall be free from abuse, neglect and exploitation including, at a minimum, the following:
    - 16.2.1. Freedom from any verbal, non-verbal, mental, physical, or sexual abuse or neglect;
    - 16.2.2. Freedom from the intentional use of physical force except the minimum force necessary to prevent harm to the client or others; and
    - 16.2.3. Freedom from personal or financial exploitation.
  - 16.3. Clients shall have the right to privacy.
- 17. Client Confidentiality
  - 17.1. All contractors shall adhere to the confidentiality requirements in 42 CFR part 2.
  - 17.2. In cases where a client, attorney or other authorized person, after review of the record, requests copies of the record, a program shall make such copies available free of charge for the first 25 pages and not more than 25 cents per page thereafter.
  - 17.3. If a minor age 12 or older is treated for drug abuse without parental consent as authorized by RSA 318:B12-a, the following shall apply:
    - 17.3.1. The minor's signature alone shall authorize a disclosure; and
    - 17.3.2. Any disclosure to the minor's parents or guardians shall require a signed authorization to release.
- 18. Client Grievances
  - 18.1. Clients shall have the right to complain about any matter, including any alleged violation of a right afforded by these rules or by any state or federal law or rule.
  - 18.2. Any person shall have the right to complain or bring a grievance on behalf of an individual client or a group of clients.
  - 18.3. The rules governing procedures for protection of client rights found at He-C 200 shall apply to such complaints and grievances.
- 19. Treatment Rights.
  - 19.1. Each client shall have the right to adequate and humane treatment, including:
    - 19.1.1. The right of access to treatment including:



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- 19.1.1.1. The right to evaluation to determine an applicant's need for services and to determine which programs are most suited to provide the services needed;
- 19.1.1.2. The right to provision of necessary services when those services are available, subject to the admission and eligibility policies and standards of each program; and
- 19.1.2. The right to quality treatment including:
  - 19.1.2.1. Services provided in keeping with evidence-based clinical and professional standards applicable to the persons and programs providing the treatment and to the conditions for which the client is being treated;
- 19.1.3. The right to receive services in such a manner as to promote the client's full participation in the community;
- 19.1.4. The right to receive all services or treatment to which a person is entitled in accordance with the time frame set forth in the client's individual treatment plan;
- 19.1.5. The right to an individual treatment plan developed, reviewed and revised in accordance with Sections 10.1 – 10.5 above which addresses the client's own goals;
- 19.1.6. The right to receive treatment and services contained in an individual treatment plan designed to provide opportunities for the client to participate in meaningful activities in the communities in which the client lives and works;
- 19.1.7. The right to service and treatment in the least restrictive alternative or environment necessary to achieve the purposes of treatment including programs which least restrict:
  - 19.1.7.1. Freedom of movement; and
  - 19.1.7.2. Participation in the community, while providing the level of support needed by the client;
- 19.1.8. The right to be informed of all significant risks, benefits, side effects and alternative treatment and services and to give consent to any treatment, placement or referral following an informed decision such that:
  - 19.1.8.1. Whenever possible, the consent shall be given in writing; and
  - 19.1.8.2. In all other cases, evidence of consent shall be documented by the program and shall be witnessed by at least one person;
- 19.1.9. The right to refuse to participate in any form of experimental treatment or research;
- 19.1.10. The right to be fully informed of one's own diagnosis and prognosis;
- 19.1.11. The right to voluntary placement including the right to:
  - 19.1.11.1. Seek changes in placement, services or treatment at any time; and
  - 19.1.11.2. Withdraw from any form of voluntary treatment or from the service delivery system;
- 19.1.12. The right to services which promote independence including services directed toward:
  - 19.1.12.1. Eliminating, or reducing as much as possible, the client's needs for continued services and treatment; and
  - 19.1.12.2. Promoting the ability of the clients to function at their highest capacity and as independently as possible;
- 19.1.13. The right to refuse medication and treatment;
- 19.1.14. The right to referral for medical care and treatment including, if needed, assistance in finding such care in a timely manner;
- 19.1.15. The right to consultation and second opinion including:
  - 19.1.15.1. At the client's own expense, the consultative services of:



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- 19.1.15.1.1. Private physicians;
- 19.1.15.1.2. Psychologists;
- 19.1.15.1.3. Licensed drug and alcohol counselors; and
- 19.1.15.1.4. Other health practitioners; and
- 19.1.15.2. Granting to such health practitioners reasonable access to the client, as required by Section 19.1.15, in programs and allowing such practitioners to make recommendations to programs regarding the services and treatment provided by the programs;
- 19.1.16. The right, upon request, to have one or more of the following present at any treatment meeting requiring client participation and informed decision-making:
  - 19.1.16.1. Guardian;
  - 19.1.16.2. Representative;
  - 19.1.16.3. Attorney;
  - 19.1.16.4. Family member;
  - 19.1.16.5. Advocate; or
  - 19.1.16.6. Consultant; and
- 19.1.17. The right to freedom from restraint including the right to be free from seclusion and physical, mechanical or pharmacological restraint.
- 19.2. No treatment professional shall be required to administer treatment contrary to such professional's clinical judgment.
- 19.3. Programs shall, whenever possible, maximize the decision-making authority of the client.
- 19.4. In furtherance of Section 19.3 above, the following provisions shall apply to clients for whom a guardian has been appointed by a court of competent jurisdiction:
  - 19.4.1. The program shall ensure that in the course of service provision, the guardian and all persons involved in the provision of service are made aware of the client's views, preferences and aspirations;
  - 19.4.2. A guardian shall only make decisions that are within the scope of the powers set forth in the guardianship order issued by the court;
  - 19.4.3. The program shall request a copy of the guardianship order from the guardian and the order shall be kept in the client's record at the program;
  - 19.4.4. If any issues arise relative to the provision of services and supports which are outside the scope of the guardian's decision-making authority as set forth in the guardianship order, the client's choice and preference relative to those issues shall prevail unless the guardian's authority is expanded by the court to include those issues;
  - 19.4.5. A program shall take such steps as are necessary to prevent a guardian from exceeding the decision-making authority granted by the court including:
    - 19.4.5.1. Reviewing with the guardian the limits on his or her decision-making authority; and
    - 19.4.5.2. If necessary, bringing the matter to the attention of the court that appointed the guardian;
  - 19.4.6. The guardian shall act in a manner that furthers the best interests of the client;
  - 19.4.7. In acting in the best interests of the client, the guardian shall take into consideration the views, preferences and aspirations of the client;
  - 19.4.8. The program shall take such steps as are necessary to prevent a guardian from acting in a manner that does not further the best interests of the client and, if necessary, bring the matter to the attention of the court that appointed the guardian; and



Exhibit K

- 19.4.9. In the event that there is a dispute between the program and the guardian, the program shall inform the guardian of his or her right to bring the dispute to the attention of the probate court that appointed the guardian.
- 20. Termination of Services.
  - 20.1. A client shall be terminated from a contractor's service if the client:
    - 20.1.1. Endangers or threatens to endanger other clients or staff, or engages in illegal activity on the property of the program;
    - 20.1.2. Is no longer benefiting from the service(s) he or she is receiving;
    - 20.1.3. Cannot agree with the program on a mutually acceptable course of treatment;
    - 20.1.4. Refuses to pay for the services that he or she is receiving despite having the financial resources to do so; or
    - 20.1.5. Refuses to apply for benefits that could cover the cost of the services that he or she is receiving despite the fact that the client is or might be eligible for such benefits.
  - 20.2. A termination from a contractor's services shall not occur unless the program has given both written and verbal notice to the client and client's guardian, if any, that:
    - 20.2.1. Give the effective date of termination;
    - 20.2.2. List the clinical or management reasons for termination; and
    - 20.2.3. Explain the rights to appeal and the appeal process pursuant to He-C 200.
  - 20.3. A contractor shall document in the record of a client who has been terminated that:
    - 20.3.1. The client has been notified of the termination; and
    - 20.3.2. The termination has been approved by the program director.
- 21. Client Rights in Residential Programs.
  - 21.1. In addition to the foregoing rights, clients of residential programs shall also have the following rights:
    - 21.1.1. The right to a safe, sanitary and humane living environment;
    - 21.1.2. The right to privately communicate with others, including:
      - 21.1.2.1. The right to send and receive unopened and uncensored correspondence;
      - 21.1.2.2. The right to have reasonable access to telephones and to be allowed to make and to receive reasonable numbers of telephone calls except that residential programs may require a client to reimburse them for the cost of any calls made by the client;
      - 21.1.2.3. The right to receive and to refuse to receive visitors except that residential programs may impose reasonable restrictions on the number and time of visits in order to ensure effective provision of services; and
    - 21.1.3. The right to engage in social and recreational activities including the provision of regular opportunities for clients to engage in such activities;
    - 21.1.4. The right to privacy, including the following:
      - 21.1.4.1. The right to courtesies such as knocking on closed doors before entering and ensuring privacy for telephone calls and visits;
      - 21.1.4.2. The right to opportunities for personal interaction in a private setting except that any conduct or activity which is illegal shall be prohibited; and
      - 21.1.4.3. The right to be free from searches of their persons and possessions except in accordance with applicable constitutional and legal standards;
    - 21.1.5. The right to individual choice, including the following:
      - 21.1.5.1. The right to keep and wear their own clothes;
      - 21.1.5.2. The right to space for personal possessions;
      - 21.1.5.3. The right to keep and to read materials of their own choosing;
      - 21.1.5.4. The right to keep and spend their own money; and



Exhibit K

- 21.1.5.5. The right not to work and to be compensated for any work performed, except that:
  - 21.1.5.5.1. Clients may be required to perform personal housekeeping tasks within the client's own immediate living area and equitably share housekeeping tasks within the common areas of the residence, without compensation; and
  - 21.1.5.5.2. Clients may perform vocational learning tasks or work required for the operation or maintenance of a residential program, if the work is consistent with their individual treatment plans and the client is compensated for work performed; and
- 21.1.6. The right to be reimbursed for the loss of any money held in safekeeping by the residence.
- 21.2. Nothing in Section 21 shall prevent a residence from having policies governing the behavior of the residents.
- 21.3. Clients shall be informed of any house policies upon admission to the residence.
- 21.4. House policies shall be posted and such policies shall be in conformity with this section.
- 21.5. House policies shall be periodically reviewed for compliance with this section in connection with quality assurance site visits.
- 21.6. Notwithstanding Section 21.1.4.3 above, contractors may develop policies and procedures that allow searches for alcohol and illicit drugs be conducted:
  - 21.6.1. Upon the client's admission to the program; and
  - 21.6.2. If probable cause exists, including such proof as:
    - 21.6.2.1. A positive test showing presence of alcohol or illegal drugs; or
    - 21.6.2.2. Showing physical signs of intoxication or withdrawal.





43.8

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**State of New Hampshire  
Department of Health and Human Services  
Amendment #2 to the  
Substance Use Disorder Treatment and Recovery Support Services Contract**

This 2<sup>nd</sup> Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment 2") dated this 15<sup>th</sup> day of May, 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Phoenix Houses of New England (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 99 Wayland Avenue, Suite 100, Providence, RI, 02906.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on March 23, 2016 (Item #6), and amended by an agreement (Amendment #1 to the Contract) approved on June 29, 2016 (Item #25) by Governor and Executive Council, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18, and Exhibit C-1 Paragraph 3, the Department reserves the right to renew the Contract for up to two additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council; and

WHEREAS, the parties agree to extend the completion date of the agreement by three (3) months, and increase the price limitation.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

1. General Provisions (Form P-37), Block 1.6, to add Account Numbers:  
05-095-092-920510-33820000-102-500734  
05-095-092-920510-33840000-102-500734
2. General Provisions (Form P-37), Block 1.7, to read September 30, 2017.
3. General Provisions (Form P-37), Block 1.8, to increase Price Limitation to read: \$1,674,500.
4. General Provisions (Form P-37), Block 1.9, to read Jonathan V. Gallo, Esq., Interim Director of Contracts and Procurement.
5. General Provisions (Form P-37), Block 1.10 to read 603-271-9246.
6. Add to Exhibit A, Section 1.3 to read:
  - 1.3 Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennium.



New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

5/25/17  
Date

[Signature]  
Katja S. Fox  
Director

Phoenix Houses of New England

5/16/17  
Date

[Signature]  
Name: DANIEL J. McCORMICK  
Title: SR. VP, EXECUTIVE DIRECTOR

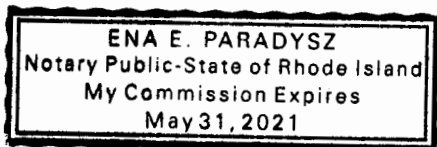
Acknowledgement of Contractor's signature:

State of RHODE ISLAND, County of PROVIDENCE on MAY 16, 2017 before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

[Signature]  
Signature of Notary Public or Justice of the Peace

ENA E PARADYSZ NOTARY  
Name and Title of Notary or Justice of the Peace

My Commission Expires: 5/31/21



**New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services**



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6/5/17  
Date

*Thomas Braden*  
Name: Tom Braden  
Title: Assistant Attorney General

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

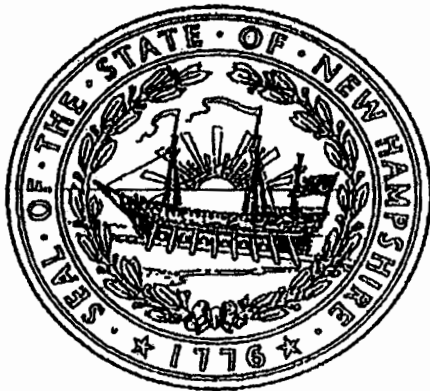
# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that PHOENIX HOUSES OF NEW ENGLAND, INC. is a Rhode Island Nonprofit Corporation registered to transact business in New Hampshire on June 14, 1972. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 2393



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 17th day of April A.D. 2017.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

# CERTIFICATE OF VOTE

I, Sheri Sweitzer, do hereby certify that:  
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Phoenix Houses of New England, Inc.  
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of  
the Agency duly held on 05/16/17:  
(Date)

**RESOLVED:** That the Daniel J. McCormick  
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to  
execute any and all documents, agreements and other instruments, and any amendments, revisions,  
or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of  
the 16<sup>th</sup> day of May, 2017.  
(Date Contract Signed)

4. Daniel J. McCormick is the duly elected Senior Vice President  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

*Sheri L. Sweitzer*  
(Signature of the Elected Officer)

STATE OF Rhode island

County of Providence

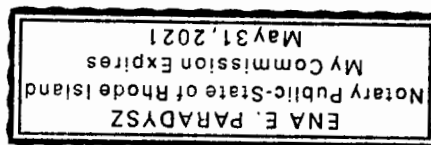
The forgoing instrument was acknowledged before me this 16<sup>th</sup> day of May, 2017.

By Sheri L. Sweitzer  
(Name of Elected Officer of the Agency)

*Eric E. Paradysh*  
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 5/31/21





# CERTIFICATE OF LIABILITY INSURANCE

3/30/2018

DATE (MM/DD/YYYY)

4/25/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

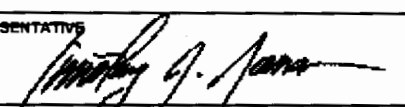
<b>PRODUCER</b> Lockton Insurance Brokers, LLC 725 S. Figueroa Street, 35th Fl. CA License #0F15767 Los Angeles CA 90017 (213) 689-0065	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> _____ <b>FAX (A/C, No):</b> _____ <b>E-MAIL ADDRESS:</b> _____													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : ACE American Insurance Company</td> <td>22667</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : ACE American Insurance Company	22667	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :
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INSURER C :														
INSURER D :														
INSURER E :														
INSURER F :														
<b>INSURED</b> 1378984 Phoenix House of New England Inc. 99 Wayland Avenue, Suite 100 Providence, RI 02906-4313														

**COVERAGES** PHOHO01      **CERTIFICATE NUMBER:** 10495291      **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WLR C64409323	3/30/2017	3/30/2018	X PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.

<b>CERTIFICATE HOLDER</b> <b>10495291</b> State of New Hampshire Department of Health & Human Services 129 Pleasant Street. Concord NH 03301	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER <b>Marsh &amp; McLennan Agency LLC</b> Park 80 West, Plaza Two 250 Pehle Avenue, Suite 400 Saddle Brook, NJ 07663		CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL: <b>somersetclsupport@mma-ne.com</b> ADDRESS:		FAX (A/C, No):	
INSURED <b>Phoenix Houses of New England, Inc.</b> 99 Wayland Ave., Suite 100 Providence, RI 02906		INSURER(S) AFFORDING COVERAGE		NAIC #	
		INSURER A: <b>Lexington Insurance Company</b>		19437	
		INSURER B: <b>National Union Fire Ins Co Pitt</b>		19445	
		INSURER C:			
		INSURER D:			
		INSURER E:			
		INSURER F:			


COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PD Ded:10000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			6797828  Retroactive Date	07/01/2016  07/01/2014	07/01/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$1,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			CA3482602	07/01/2016	07/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS-MADE			6797827  Retroactive Date	07/01/2016  07/01/2014	07/01/2017	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$ PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				
A	Professional Liability			6797828  Retroactive Date	07/01/2016  07/01/2014	07/01/2017	\$1,000,000 Per Claim \$3,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**Sexual Misconduct**  
 Carrier: A-Lexington Insurance Company  
 Policy #: 6797828 Policy Term: 07/01/2016 - 07/01/2017  
 Retroactive Date: 07/01/2014  
 Per Claim Limit: \$1,000,000 Aggregate Limit: \$3,000,000  
 (See Attached Descriptions)

CERTIFICATE HOLDER State of New Hampshire Department of Health & Human Services 129 Pleasant St Concord NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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# Our Mission

We are passionate about healing individuals, families and communities challenged by substance use disorders and related mental health conditions.





**Financial Statements and Supplementary  
Information Together With  
Report of Independent Certified Public Accountants**

**PHOENIX HOUSES OF NEW ENGLAND, INC.**

**June 30, 2016 and 2015**

# **PHOENIX HOUSES OF NEW ENGLAND, INC.**

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New York, NY 10017  
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[linkedin.com/GrantThorntonUS](https://www.linkedin.com/company/grantthorntonus)  
[twitter.com/GrantThorntonUS](https://twitter.com/GrantThorntonUS)

## REPORT OF INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS

To the Board of Directors of  
**Phoenix Houses of New England, Inc.:**

We have audited the accompanying financial statements of Phoenix Houses of New England, Inc. ("PH New England"), which comprise the statements of financial position as of June 30, 2016 and 2015, and the related statements of operations and changes in net assets and cash flows for the years then ended, and the related notes to the financial statements.

### **Management's responsibility for the financial statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### **Auditor's responsibility**

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform our audits to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to PH New England's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of PH New England's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

**Opinion**

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Phoenix Houses of New England, Inc. as of June 30, 2016 and 2015, and the results of its operations and changes in net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

**Supplementary Information**

Our audits were conducted for the purposes of forming an opinion on the financial statements of PH New England as of and for the years ended June 30, 2016 and 2015, taken as a whole. The supplementary information included on pages 18 and 19 is presented for purposes of additional analysis and is not a required part of the financial statements. Such supplementary information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audits of the financial statements and certain additional procedures. These additional procedures included comparing and reconciling the information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole.

*Grant Thornton LLP*

New York, New York  
December 15, 2016

**PHOENIX HOUSES OF NEW ENGLAND, INC.**  
**Statements of Financial Position**  
**As of June 30, 2016 and 2015**

ASSETS	2016	2015
<b>CURRENT ASSETS</b>		
Cash and cash equivalents	\$ 49,222	\$ 189,358
Due from government agencies, net of allowance of approximately \$626,000 and \$705,000 in 2016 and 2015, respectively	2,882,073	4,632,479
Other receivables, net of allowance of approximately \$895,000 and \$710,000 in 2016 and 2015, respectively	1,340,152	1,028,914
Current portion of contributions receivable (Note 4)	23,425	43,860
Prepaid expenses and other assets	283,778	301,297
Current portion of note receivable (Note 5)	5,000	5,000
Total current assets	4,583,650	6,200,908
Contributions receivable, net (Note 4)	-	13,604
Notes receivable, net of current portion (Note 5)	155,000	160,000
Property and equipment, net (Note 6)	5,552,678	6,000,133
Total assets	\$ 10,291,328	\$ 12,374,645
<b>LIABILITIES AND NET ASSETS</b>		
<b>CURRENT LIABILITIES</b>		
Accounts payable and accrued expenses	\$ 1,373,768	\$ 1,184,571
Due to government agencies	44,755	44,755
Current portion of long-term debt (Note 7)	203,462	133,233
Revolving loan fund (Note 8)	-	100,000
Total current liabilities	1,621,985	1,462,559
Due to Parent (Note 3)	3,633,382	4,619,611
Long-term debt, net of current portion (Note 7)	675,242	880,025
Total liabilities	5,930,609	6,962,195
Commitments and contingencies (Note 13)		
<b>NET ASSETS</b>		
Unrestricted	4,238,196	5,289,612
Temporarily restricted (Note 10)	122,523	122,838
Total net assets	4,360,719	5,412,450
Total liabilities and net assets	\$ 10,291,328	\$ 12,374,645

*The accompanying notes are an integral part of these financial statements.*

**PHOENIX HOUSES OF NEW ENGLAND, INC.**  
**Statement of Operations and Changes in Net Assets**  
**For the year ended June 30, 2016**

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Total</u>
<b>OPERATING REVENUES AND SUPPORT</b>			
Government contract revenue	\$ 11,403,329	\$ -	\$ 11,403,329
Client and third-party revenue (Note 9)	14,713,502	-	14,713,502
Donated goods	261,464	-	261,464
Grants and contributions	132,275	57,075	189,350
Special event revenue, net of costs of direct benefits to donors of approximately \$6,000	35,962	-	35,962
Other revenue	28,508	-	28,508
Net assets released from restrictions	53,284	(53,284)	-
Total operating revenues and support	<u>26,628,324</u>	<u>3,791</u>	<u>26,632,115</u>
<b>EXPENSES (Note 12)</b>			
Salaries	12,769,317	-	12,769,317
Employee benefits and payroll taxes	3,194,263	-	3,194,263
Consulting and contractual services	3,206,001	-	3,206,001
Resident sustenance	1,499,868	-	1,499,868
Occupancy costs	2,485,599	-	2,485,599
Vehicle costs	242,635	-	242,635
Communications	665,960	-	665,960
Office and program supplies	901,756	-	901,756
Insurance	428,550	-	428,550
Travel	262,027	-	262,027
Interest	92,940	-	92,940
Miscellaneous	249,072	-	249,072
Repairs and maintenance	562,362	-	562,362
Depreciation and amortization	624,402	-	624,402
Administrative charges from Parent	519,200	-	519,200
Total operating expenses	<u>27,703,952</u>	<u>-</u>	<u>27,703,952</u>
(Loss) income from operations	<u>(1,075,628)</u>	<u>3,791</u>	<u>(1,071,837)</u>
<b>OTHER ITEMS</b>			
Depreciation on capital assets funded by government grants	(34,078)	-	(34,078)
Total other items	<u>(34,078)</u>	<u>-</u>	<u>(34,078)</u>
Deficiency in (excess of) revenues and support over expenses and other items	<u>(1,109,706)</u>	<u>3,791</u>	<u>(1,105,915)</u>
<b>OTHER CHANGES IN NET ASSETS</b>			
Contributions restricted for capital initiatives	-	54,184	54,184
Net assets released for capital initiatives	58,290	(58,290)	-
Changes in net assets	<u>(1,051,416)</u>	<u>(315)</u>	<u>(1,051,731)</u>
Net assets, beginning of year	<u>5,289,612</u>	<u>122,838</u>	<u>5,412,450</u>
Net assets, end of year	<u>\$ 4,238,196</u>	<u>\$ 122,523</u>	<u>\$ 4,360,719</u>

*The accompanying notes are an integral part of this financial statement.*

**PHOENIX HOUSES OF NEW ENGLAND, INC.**  
**Statement of Operations and Changes in Net Assets**  
**For the year ended June 30, 2015**

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Total</u>
<b>OPERATING REVENUES AND SUPPORT</b>			
Government contract revenue	\$ 13,488,959	\$ -	\$ 13,488,959
Client and third-party revenue (Note 9)	10,900,679	-	10,900,679
Donated goods	214,914	-	214,914
Grants and contributions	81,678	60,000	141,678
Special event revenue, net of costs of direct benefits to donors of approximately \$14,000	159,163	-	159,163
Other revenue	84,393	-	84,393
Net assets released from restrictions	53,125	(53,125)	-
Total operating revenues and support	<u>24,982,911</u>	<u>6,875</u>	<u>24,989,786</u>
<b>EXPENSES (Note 12)</b>			
Salaries	12,092,223	-	12,092,223
Employee benefits and payroll taxes	3,078,566	-	3,078,566
Consulting and contractual services	1,945,476	-	1,945,476
Resident sustenance	1,247,798	-	1,247,798
Occupancy costs	2,375,523	-	2,375,523
Vehicle costs	257,688	-	257,688
Communications	612,738	-	612,738
Office and program supplies	802,627	-	802,627
Insurance	264,186	-	264,186
Travel	274,863	-	274,863
Interest	48,849	-	48,849
Miscellaneous	256,702	-	256,702
Repairs and maintenance	608,280	-	608,280
Depreciation and amortization	542,133	-	542,133
Administrative charges from Parent	519,200	-	519,200
Total operating expenses	<u>24,926,852</u>	<u>-</u>	<u>24,926,852</u>
Income from operations	<u>56,059</u>	<u>6,875</u>	<u>62,934</u>
<b>OTHER ITEMS</b>			
Net loss on disposal of asset	(44,937)	-	(44,937)
Depreciation on capital assets funded by government grants	(33,947)	-	(33,947)
Total other items	<u>(78,884)</u>	<u>-</u>	<u>(78,884)</u>
Deficiency in (excess of) revenues and support over expenses and other items	<u>(22,825)</u>	<u>6,875</u>	<u>(15,950)</u>
<b>OTHER CHANGES IN NET ASSETS</b>			
Contributions restricted for capital initiatives	-	46,065	46,065
Net assets released for capital initiatives	39,409	(39,409)	-
Changes in net assets	<u>16,584</u>	<u>13,531</u>	<u>30,115</u>
Net assets, beginning of year	5,273,028	109,307	5,382,335
Net assets, end of year	<u>\$ 5,289,612</u>	<u>\$ 122,838</u>	<u>\$ 5,412,450</u>

*The accompanying notes are an integral part of this financial statement.*

**PHOENIX HOUSES OF NEW ENGLAND, INC.**  
**Statements of Cash Flows**  
**For the years ended June 30, 2016 and 2015**

	<u>2016</u>	<u>2015</u>
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Changes in net assets	\$ (1,051,731)	\$ 30,115
Adjustments to reconcile changes in net assets to net cash provided by operating activities:		
Provision for doubtful accounts	105,854	373,138
Depreciation and amortization	658,480	576,080
Forgiveness of notes receivable	5,000	5,000
Contributions restricted for capital expenditures	(54,184)	(46,065)
Loss on disposal of asset	-	44,937
Changes in operating assets and liabilities:		
Due from government agencies	1,829,938	(2,028,746)
Other receivables	(496,624)	(193,450)
Contributions receivable	34,039	48,071
Prepaid expenses and other assets	17,519	(77,511)
Accounts payable and accrued expenses	189,197	(8,364)
Due to government agencies	-	(858)
Due to Parent	(986,229)	2,301,690
Net cash provided by operating activities	<u>251,259</u>	<u>1,024,037</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Purchases of property and equipment	(211,025)	(1,982,179)
Proceeds from sale of equipment	-	88,476
Net cash used in investing activities	<u>(211,025)</u>	<u>(1,893,703)</u>
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>		
Contributions restricted for capital expenditures	54,184	46,065
Proceeds from long term borrowing	-	868,000
Principal payments on capital lease obligation	-	(13,513)
Repayment of revolving loan fund	(100,000)	-
Principal payments on long-term debt	(134,554)	(90,257)
Net cash (used in) provided by financing activities	<u>(180,370)</u>	<u>810,295</u>
Net decrease in cash and cash equivalents	(140,136)	(59,371)
Cash and cash equivalents, beginning of year	<u>189,358</u>	<u>248,729</u>
Cash and cash equivalents, end of year	<u>\$ 49,222</u>	<u>\$ 189,358</u>
Supplemental disclosure of cash flow information:		
Interest paid	<u>\$ 92,940</u>	<u>\$ 48,849</u>
Capital obligation incurred	<u>\$ -</u>	<u>\$ 868,000</u>

*The accompanying notes are an integral part of these financial statements.*



# PHOENIX HOUSES OF NEW ENGLAND, INC.

## Notes to Financial Statements

June 30, 2016 and 2015

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### 1. ORGANIZATION

Phoenix Houses of New England, Inc. ("PH New England") is a Section 501(c)(3) not-for-profit organization, exempt from federal income taxes under Section 501(a) of the Internal Revenue Code (the "Code"). PH New England is also exempt from state and local taxes under similar provisions. PH New England was established in order to operate therapeutic treatment centers for the rehabilitation of drug and substance abusers throughout New England.

Phoenix House Foundation, Inc. (the "Parent") is the sole member of PH New England and the following affiliated organizations: Phoenix Houses of New York, Inc. and Affiliates (which consists of Phoenix Houses of New York, Inc. and Phoenix Houses of Long Island, Inc.); Phoenix Houses of California, Inc. and Affiliates (which consists of Phoenix Houses of California, Inc.; Phoenix Houses of Los Angeles, Inc.; Phoenix House Orange County, Inc.; and Phoenix House San Diego, Inc.); Phoenix Houses of the Mid-Atlantic, Inc. and Affiliate (which consists of Phoenix Houses of the Mid-Atlantic, Inc. and Phoenix Houses of Mid-Atlantic Property Management, Inc.); Phoenix Programs of Florida, Inc.; Phoenix Houses of Texas, Inc.; American Council for Drug Education, Inc.; Center on Addiction and the Family, Inc.; and Phoenix Houses of New Jersey, Inc.

On April 11, 2016, a new corporation, named "Phoenix House," was incorporated in the State of Minnesota. Phoenix House is a nonprofit corporation, and will seek recognition of its federal tax exempt status as an organization described in Internal Revenue Code § 501(c)(3).

As of July 1, 2016, Phoenix House became the sole corporate member of the following affiliated organizations: Phoenix House Foundation, Inc., Phoenix Houses of California, Inc., Phoenix Houses of New York, Inc., Phoenix Houses of New England, Inc., Phoenix Houses of Texas, Inc., Phoenix Programs of Florida, Inc., and Phoenix Houses of the Mid-Atlantic, Inc. Phoenix House Foundation, Inc. remains the sole corporate member of the American Council for Drug Education, Inc., Center on Addiction and the Family, Inc., and Phoenix Houses of New Jersey, Inc.

### 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

#### Basis of Presentation

The accompanying financial statements have been prepared using the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America ("US GAAP"). Accordingly, the net assets of PH New England and changes therein are classified and reported based upon the existence or absence of donor-imposed restrictions as follows:

- Unrestricted net assets represent expendable resources that are used to carry out PH New England's operations and are not subject to donor-imposed stipulations.
- Temporarily restricted net assets represent resources that contain donor-imposed restrictions that permit PH New England to use or expend such resources only as or when specified. Restrictions are satisfied either by the passage of time or by actions of PH New England.

# PHOENIX HOUSES OF NEW ENGLAND, INC.

## Notes to Financial Statements

June 30, 2016 and 2015

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- Permanently restricted net assets contain donor-imposed restrictions that stipulate that such resources be maintained permanently. PH New England had no permanently restricted net assets at June 30, 2016 and 2015.

### Cash and Cash Equivalents

PH New England considers all highly liquid financial instruments, which principally consist of money market funds, with original maturities of three months or less from the date of purchase to be cash equivalents.

### Use of Estimates

The preparation of financial statements in conformity with US GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. The allowance for doubtful accounts on receivables, the useful lives assigned to fixed assets and the fair value of donated goods represent significant accounting estimates reflected in the accompanying financial statements. Actual results could differ from those estimates.

### Donated Goods

Donated goods are recorded as revenues and assets (at fair value when received) and expenses (when used) on the statement of operations and changes in net assets. Food stamps are recorded at face amount, which is the same as fair value, as revenues and assets and are charged to resident sustenance when expended.

### Property and Equipment

Property and equipment are stated at cost, if purchased, or if donated, at fair value at the date of gift, less accumulated depreciation and amortization. PH New England capitalizes assets acquired for greater than \$1,000 and with useful lives greater than three years. Depreciation is computed on the straight-line basis over the estimated useful lives of the assets as follows:

Buildings and improvements	4 - 40 years
Furniture, fixtures and equipment	3 - 7 years
Computer equipment and vehicles	3 - 5 years

Furniture, fixtures and equipment acquired under capital lease arrangements are amortized using the straight-line method over the shorter of the lease term or the estimated useful life of the asset.

### Statement of Operations and Changes in Net Assets

PH New England's operating income includes all unrestricted revenues and expenses. Other items include depreciation on non-operational assets and losses on disposals of capital assets. The statement of operations and changes in net assets also includes the caption "deficiency in (excess of) revenues and support over expenses and other items," which is the performance indicator. Other changes in net assets, which are excluded from the performance indicator, consistent with industry practice, include capital contributions (including assets acquired using contributions which by donor restriction are to be used for the purposes of acquiring such assets).

## **PHOENIX HOUSES OF NEW ENGLAND, INC.**

### **Notes to Financial Statements**

**June 30, 2016 and 2015**

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#### **Revenue and Support**

Contributions (including unconditional promises to give) are recorded at fair value when received. Revenues relative to special events are recognized upon occurrence of the respective event. Contributions received with donor stipulations that limit the use of the donated assets are reported as either temporarily or permanently restricted support. Unconditional promises to give, with payments due in future years, are reported as either temporarily restricted or permanently restricted support and discounted to present value. When a donor restriction expires, that is, when a time restriction ends or purpose restriction is fulfilled, temporarily restricted net assets are reclassified to unrestricted net assets and reported on the statement of operations and changes in net assets as net assets released from restrictions. Contributions restricted by donors for the acquisition of property and equipment are released from their restrictions when the respective assets are acquired or constructed and placed into service. Such contributions and related releases are reported below the performance indicator.

#### **Special Events Revenue**

Special events revenue consists of proceeds from fundraising events, reported net of direct donor benefits, if any. Revenue and related expenses are recognized upon occurrence of the respective event to which they pertain. For the years ended June 30, 2016 and 2015, direct benefits to donors totaled approximately \$6,000 and \$14,000, respectively.

#### **Government Contract Revenue**

PH New England's contracts and other program funding arrangements with government agencies are classified as part of operating activities within the unrestricted net asset category and revenue is recognized when earned. PH New England operates under various contracts with government agencies which generally cover a one-year period, subject to annual renewal. The terms of these contracts allow the grantors the right to audit the costs incurred thereunder and adjust contract funding based upon, among other things, the amount of program income received. Any costs disallowed by the grantor would be absorbed by PH New England and any adjustments by grantors would be recorded when amounts are known; however, it is the opinion of management that disallowances, if any, would not be material to the accompanying financial statements.

#### **Client and Third-Party Revenue**

Inpatient and outpatient services rendered to Medicaid program beneficiaries are reimbursed based on pre-determined rates. Medicaid and managed Medicaid approximated 62% and 56% of total client and third-party revenue for the years ended June 30, 2016 and 2015, respectively. Contracts have been entered into with commercial insurance carriers and reimbursement is based on contracted rates.

Laws and regulations governing healthcare programs are complex and subject to interpretation. As a result, there is at least a reasonable possibility that recorded estimates will change by a material amount in the near-term. Noncompliance with such laws and regulations could result in fines, penalties, and exclusion from such programs. The federal government and many states have aggressively increased enforcement under Medicaid antifraud and abuse legislation. PH New England believes that it is in compliance, in all material respects, with all applicable laws and regulations and, is not aware of any pending or threatened investigations involving allegations of potential wrongdoing. While no such regulatory inquiries have been made, compliance with such laws and regulations can be subject to future government review and interpretation.

# PHOENIX HOUSES OF NEW ENGLAND, INC.

## Notes to Financial Statements

June 30, 2016 and 2015

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Noncompliance with such laws and regulations could result in repayments of amounts improperly reimbursed, substantial monetary fines, civil and criminal penalties and exclusion from the Medicaid program.

### Concentration of Credit Risk

Financial instruments that potentially subject PH New England to concentrations of credit risk consist principally of cash and cash equivalents. PH New England maintains its cash and cash equivalents in various bank deposit accounts that, at times, may exceed federally insured limits. PH New England's cash and cash equivalents have been placed with high credit quality financial institutions at June 30, 2016 and 2015, and PH New England believes the risk of nonperformance by these financial institutions to be remote.

PH New England provides drug and alcohol rehabilitation services through its inpatient and outpatient care facilities. PH New England grants credit without collateral to clients, however, it routinely obtains assignment of (or is otherwise entitled to receive) clients' benefits payable under their respective health insurance programs, plans, or policies (e.g., Medicaid and commercial insurance providers).

Amounts due from government agencies and other receivables by financial class as a percentage of total accounts receivable at June 30, 2016 and 2015, are as follows:

	<u>2016</u>	<u>2015</u>
Medicaid/Managed Medicaid	47 %	63 %
Commercial insurance	49	27
Other third-party payors	<u>4</u>	<u>10</u>
	<u>100 %</u>	<u>100 %</u>

### Income Taxes

Guidance in the area of "Accounting for Uncertainty in Income Taxes," under the Financial Accounting Standards Board ("FASB") Accounting Standard Codification, clarifies the accounting for uncertainty in tax positions taken or expected to be taken in a tax return, including issues relating to financial statement recognition and measurement. This standard provides that the tax effects from an uncertain tax position can be recognized in the financial statements only if the position is "more-likely-than-not" to be sustained if the position were to be challenged by a taxing authority. The standard also provides guidance on measurement, classification, interest and penalties, and disclosure. The adoption of this standard by PH New England did not have an impact on its financial statements. The tax years ended June 30, 2013, 2014, 2015 and 2016 are still open to audit for both federal and state purposes. PH New England has processes presently in place to ensure the maintenance of its tax-exempt status; to identify and report unrelated income; to determine its filing and tax obligations in jurisdictions for which it has nexus; and, to identify and evaluate other matters that may be considered tax positions. PH New England has determined that there are no material uncertain tax positions that require recognition or disclosure in the accompanying financial statements.

### Subsequent Events

PH New England evaluated its subsequent events through December 15, 2016, the date these financial statements were available to be issued.

**PHOENIX HOUSES OF NEW ENGLAND, INC.**  
**Notes to Financial Statements**  
**June 30, 2016 and 2015**

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**3. RELATED PARTY TRANSACTIONS**

PH New England is charged for administrative services provided by its Parent based upon a cost allocation plan. The administrative expenses charged by the Parent approximate the federally approved indirect cost rate for the Parent and its affiliates on a consolidated basis, adjusted to reflect PH New England's own administrative expenses. For each of the years ended June 30, 2016 and 2015, such allocated charges totaled \$519,200, and are included as part of administrative charges from Parent on the accompanying statements of operations and changes in net assets.

The Parent has adopted a cash management strategy with the principal goal of pooling its cash balances with those of its affiliates to maximize returns and reduce short-term borrowings and to pay for certain costs on behalf of the respective affiliates on a reimbursable basis. As a result of this strategy, certain affiliates participating in the cash management program will have corresponding amounts due to/(from) the Parent as of the reporting date. Amounts reflected as due to Parent on the accompanying statements of financial position of approximately \$3,633,000 and \$4,620,000 as of June 30, 2016 and 2015, respectively, relate to costs incurred by PH New England, but paid for by the Parent.

**4. CONTRIBUTIONS RECEIVABLE, NET**

At June 30, 2016 and 2015, PH New England's contributions receivable, net, consists approximately of the following:

	<u>2016</u>	<u>2015</u>
Amounts expected to be collected:		
In less than one year	\$ 23,400	\$ 43,900
In one to two years	-	15,000
	<u>23,400</u>	<u>58,900</u>
Less: Discount to present value (at a rate of 4.01%)	-	(1,400)
	<u>\$ 23,400</u>	<u>\$ 57,500</u>

Multi-year pledges received are recorded at the present value of their expected future cash flows using a credit adjusted discount rate which articulates with the collection period of the respective pledge. Discount rates assigned to multi-year pledges in the year of origination are not subsequently revised.

**5. NOTES RECEIVABLE**

During May 2012, PH New England entered into a lease, with no stated rental payments due, and a promissory agreement with Central Vermont Community Land Trust ("CVCLT"), a non-profit corporation existing under the laws of the State of Vermont. In conjunction with a new program, PH New England agreed to lease a facility from CVCLT for twenty years. As part of the lease agreement, PH New England entered into a non-interest bearing note of \$100,000 payable by CVCLT and secured by a mortgage of and security interest in the property in Barre, Vermont. The principal of this note does not bear interest nor will any principal be due at any time during which the lease between PH New England and CVCLT is in effect and for a period beginning on the date of termination of the lease and ending on the last day of the twelfth calendar month after such date. The principal due shall be reduced by \$5,000 each year for the initial

**PHOENIX HOUSES OF NEW ENGLAND, INC.**  
**Notes to Financial Statements**  
**June 30, 2016 and 2015**

twenty year term of the lease, beginning with the commencement of the new program, beginning July 1, 2013. In the event the lease is in effect throughout the entire initial 20 year term, the note shall be deemed paid in full upon the conclusion of such term. In the event the lease terminates prior to the conclusion of the initial lease term, then the remaining principal shall be due and payable on the last day of the twelfth full calendar month following termination of the lease. Interest shall begin to accrue on such remaining principal balance beginning on the first day of the first month following the due date at a rate equal to the U.S. Department of the Treasury One Year Treasury Bill Rate in effect on the due date. At June 30, 2016 and 2015, the balance of this note receivable was \$85,000 and \$90,000, respectively. Use of this facility is received free of charge, however, is cancellable by any party to the lease agreement. Given the immaterial amount of the free rent received, the fair value for the right to use this space has not been quantified and recognized in the accompanying financial statements.

During July 2010, PH New England entered into a lease and promissory agreement with Burlington Housing Authority ("BHA"), a housing authority existing under the laws of the State of Vermont and the City of Burlington. In conjunction with a new program, PH New England agreed to lease a facility from BHA for twenty-five years. As part of the lease agreement, PH New England entered into a non-interest bearing note of \$75,000 due and payable by BHA on the last day of the twelfth full calendar month immediately following the termination of the lease. Interest accrues on the principal balance of this note, beginning on the first day of the first month following the Due Date, at a rate equal to the One Year Treasury Bill rate in effect on that date. At June 30, 2016 and 2015, the balance of this note receivable was \$75,000. Total rent expense associated with the lease for this space totaled approximately \$52,000 for each of the years ended June 30, 2016 and 2015.

**6. PROPERTY AND EQUIPMENT, NET**

At June 30, 2016 and 2015, property and equipment, net, consists approximately of the following:

	<u>2016</u>	<u>2015</u>
Land	\$ 77,000	\$ 77,000
Buildings and improvements	11,163,000	10,950,000
Furniture, fixtures and equipment	1,500,000	1,482,000
Computer equipment	847,000	847,000
Vehicles	45,000	45,000
Construction-in-progress	-	20,000
	<u>13,632,000</u>	<u>13,421,000</u>
Less: Accumulated depreciation and amortization	<u>(8,079,000)</u>	<u>(7,421,000)</u>
	<u>\$ 5,553,000</u>	<u>\$ 6,000,000</u>

Included in property and equipment as of June 30, 2016 and 2015 are assets acquired under a capital lease arrangement with a cost and accumulated amortization totaling \$170,000 each. Remaining principal payments related to this capital lease totaled approximately \$13,000 for the year ended June 30, 2015. The capital lease bore interest at a rate of 8.2%.

**PHOENIX HOUSES OF NEW ENGLAND, INC.**  
**Notes to Financial Statements**  
**June 30, 2016 and 2015**

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**7. LONG-TERM DEBT**

At June 30, 2016 and 2015, long-term debt consists of the following:

- On May 1, 2007, PH New England entered into a loan agreement with Citizens Bank of Rhode Island in the amount of \$146,000 due in 120 monthly installments with a final balloon payment at the end of the term. The interest rate reset in the fifth year of the loan at a rate equal to the then 5-Year Treasury Constant Maturity rate plus an additional one hundred and seventy-five basis points (175) which resulted in a rate of 2.59% effective June 2012 through the term of the loan agreement in April 2017. The proceeds of the loan were used to purchase and renovate a building in Springfield, MA. Amounts due under the mortgage are secured by the property purchased. At June 30, 2016 and 2015, the balance of this mortgage payable was approximately \$70,000 and \$82,000, respectively.
- On July 18, 2008, PH New England entered into a loan agreement with Citizens Bank of Rhode Island in the amount of \$200,000 due in 120 monthly installments with a final balloon payment, including interest amortized over fifteen years at a rate of 6.46%, due in July 2018. On November 25, 2014, a modification was made to the loan agreement changing the interest rate to 3.99% effective November 19, 2014 and remaining fixed at that rate through the maturity date. All other terms and conditions of the Note remain the same. The proceeds of the loan were used to purchase and renovate a building in Holyoke, MA. Amounts due under the mortgage are secured by property in Springfield, MA. At June 30, 2016 and 2015, the balance of this mortgage payable was approximately \$115,000 and \$130,000, respectively.
- On October 1, 2014, PH New England entered into a loan agreement with Old Colony Realty, LLC in the amount of \$400,000 due in 48 monthly installments. The interest rate is fixed at 9.242%. The proceeds of the loan were used to renovate a building in Quincy, MA. At June 30, 2016 and 2015, the balance of this mortgage payable was approximately \$251,000 and \$343,000, respectively.
- On November 25, 2014, PH New England entered into a loan agreement with Citizens Bank of Rhode Island in the amount of \$468,000 due in 120 monthly installments with a final balloon payment at the end of the term. The interest rate for years 1-5 is fixed at 3.99%. The interest rate resets in the sixth year of the loan at the Bank's Five Year Cost of Funds plus an additional two hundred and ten basis points (210) effective November 2019 through the term of the loan agreement in April 2024. The proceeds of the loan were used to renovate a building in Quincy, MA. Amounts due under the mortgage are secured by property in Providence, RI. At June 30, 2016 and 2015, the balance of this mortgage payable was approximately \$443,000 and \$459,000, respectively.

# PHOENIX HOUSES OF NEW ENGLAND, INC.

## Notes to Financial Statements

June 30, 2016 and 2015

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Approximate annual principal payments due on all debt obligations are as follows for the years ended June 30:

2017	\$	203,000
2018		144,000
2019		143,000
2020		19,000
2021		20,000
Thereafter		<u>350,000</u>
	\$	<u>879,000</u>

### 8. REVOLVING LOAN FUND

PH New England had an agreement, the Rhode Island Revolving Loan Fund Project- R House, with the State of Rhode Island's Department of Mental Health - Retardation and Hospitals to operate a program. The nature of this federally mandated revolving loan fund program was to provide financial assistance loans to residents of group homes for recovering substance abusers. The State of Rhode Island had provided PH New England with \$100,000 to fund these interest-free loans. The revolving loan fund account increases with interest earned on funds on deposit and decreases as a result of uncollectible loans. The loan fund assets are recorded within cash and cash equivalents and prepaid expenses and other current assets with a corresponding liability on the accompanying statements of financial position. The loan was due to the State of Rhode Island upon dissolution of the program. The program was dissolved in 2016 and the available loan funds were returned to the State of Rhode Island. Outstanding loans receivable as of June 30, 2016 and 2015 totaled approximately \$1,900 and \$6,400, respectively.

### 9. CLIENT AND THIRD-PARTY REVENUE

For the years ended June 30, 2016 and 2015, client and third-party revenue consists approximately of the following:

	<u>2016</u>	<u>2015</u>
Healthcare services	\$ 9,221,000	\$ 6,260,000
Food stamps	63,000	96,000
Private insurance and client payments	4,759,000	3,666,000
Client fees	617,000	694,000
School lunch program	19,000	45,000
Education, tutoring, and other	<u>35,000</u>	<u>140,000</u>
	<u>\$ 14,714,000</u>	<u>\$ 10,901,000</u>



**PHOENIX HOUSES OF NEW ENGLAND, INC.**  
**Notes to Financial Statements**  
**June 30, 2016 and 2015**

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**10. TEMPORARILY RESTRICTED NET ASSETS**

At June 30, 2016 and 2015, temporarily restricted net assets are available for the following purposes:

	<u>2016</u>	<u>2015</u>
Capital initiatives	\$ 5,000	\$ 16,000
Program initiatives	<u>118,000</u>	<u>107,000</u>
	<u>\$ 123,000</u>	<u>\$ 123,000</u>

For the years ended June 30, 2016 and 2015, net assets totaling approximately \$112,000 and \$93,000, respectively, were released in satisfaction of donor-imposed restrictions for program and capital initiatives.

**11. TAX-DEFERRED ANNUITY PLAN**

PH New England has a tax-deferred annuity plan, which is sponsored by the Parent, for all eligible employees under Section 403(b) of the Code. PH New England makes contributions equal to 3% to 10% of each active participant's compensation, based on years of service, as defined in the plan agreement. Total contributions to this plan by PH New England for fiscal 2016 and 2015, totaled approximately \$452,000 and \$453,000, respectively, and are recorded as part of employee benefits and payroll taxes on the accompanying statements of operations and changes in net assets.

**12. FUNCTIONAL EXPENSES**

PH New England provides drug and alcohol rehabilitative healthcare services to clients and related support activities as further described in Notes 1 and 2. Expenses related to providing these services, included in the accompanying statements of operations and changes in net assets for the years ended June 30, 2016 and 2015, are approximately as follows:

	<u>2016</u>	<u>2015</u>
Residential treatment services	\$ 14,506,000	\$ 14,182,000
Ambulatory treatment services	2,759,000	3,276,000
Healthcare services	6,632,000	4,240,000
Administration and general	3,683,000	3,090,000
Fundraising	<u>124,000</u>	<u>139,000</u>
Total expenses	<u>\$ 27,704,000</u>	<u>\$ 24,927,000</u>

Residential treatment services are costs associated with providing residential care and treatment to clients. Ambulatory treatment services are costs associated with providing treatment on an outpatient basis to clients.

**PHOENIX HOUSES OF NEW ENGLAND, INC.**  
**Notes to Financial Statements**  
**June 30, 2016 and 2015**

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Supporting services represent costs for administrative and general support activities not directly related to providing rehabilitation services. Fundraising includes the salaries and related expenses of employees involved in fundraising activities.

**13. COMMITMENTS AND CONTINGENCIES**

**Lease Commitments**

PH New England leases facilities, vehicles and other equipment under various non-cancelable operating leases expiring at various dates through fiscal 2025. Total expense under these leases was approximately \$1,411,000 and \$1,149,000 for the years ended June 30, 2016 and 2015, respectively.

Future minimum rental payments due are approximately as follows for the years ended June 30:

2017	\$ 1,113,000
2018	1,006,000
2019	1,486,000
2020	479,000
2021	466,000
Thereafter	<u>1,550,000</u>
	<u>\$ 6,100,000</u>

In addition, PH New England rents certain facilities under operating leases on a month-to-month basis. Rent expense relating to these month-to-month leases totaled approximately \$325,000 and \$390,000 for the years ended June 30, 2016 and 2015, respectively.

**Litigation**

PH New England is contingently liable under various claims which have arisen in the ordinary course of its operations. In the opinion of management, the claims will be defended as appropriate and, in certain cases, are adequately covered by insurance. PH New England believes that the resolution of these matters will not have a material effect on its financial position, changes in net assets or cash flows.

**SUPPLEMENTARY INFORMATION**

**PHOENIX HOUSES OF NEW ENGLAND, INC.**  
**Supplemental Information - Schedule of Functional Expenses**  
**For the year ended June 30, 2016**

	Program Services				Supporting Services			Total
	Residential Treatment Services	Ambulatory Treatment Services	Healthcare Services	Total	Administration and General	Fund-raising	Total	
Salaries	\$ 6,267,493	\$ 1,773,318	\$ 3,023,183	\$ 11,063,994	\$ 1,635,803	\$ 69,520	\$ 1,705,323	\$ 12,769,317
Employee benefits and payroll taxes	1,603,021	458,820	766,320	2,828,161	349,019	17,083	366,102	3,194,263
Consulting and contractual services	1,460,080	64,091	1,128,405	2,652,576	553,343	82	553,425	3,206,001
Resident sustenance	1,046,807	38	453,023	1,499,868	-	-	-	1,499,868
Occupancy costs	1,609,369	230,067	401,164	2,240,600	230,660	14,339	244,999	2,485,599
Vehicle costs	146,437	10,872	18,686	175,995	66,640	-	66,640	242,635
Communications	424,754	51,510	118,701	594,965	67,179	3,816	70,995	665,960
Office and program supplies	516,108	33,624	279,130	828,862	64,388	8,506	72,894	901,756
Insurance	278,805	41,097	63,003	382,905	44,720	925	45,645	428,550
Travel	108,017	51,521	62,578	222,116	33,124	6,787	39,911	262,027
Interest	31,740	-	23,151	54,891	38,049	-	38,049	92,940
Miscellaneous	130,610	16,895	50,329	197,834	49,542	1,696	51,238	249,072
Repairs and maintenance	406,070	11,801	117,254	535,125	26,415	822	27,237	562,362
Depreciation and amortization	477,095	14,893	126,916	618,904	5,129	369	5,498	624,402
Administrative charges from Parent	-	-	-	-	519,200	-	519,200	519,200
<b>Total expenses reported by function</b>	<b>\$ 14,506,406</b>	<b>\$ 2,758,547</b>	<b>\$ 6,631,843</b>	<b>\$ 23,896,796</b>	<b>\$ 3,683,211</b>	<b>\$ 123,945</b>	<b>\$ 3,807,156</b>	<b>\$ 27,703,952</b>

*This schedule should be read in conjunction with the accompanying report of independent certified public accountants on supplementary information and financial statements and notes thereto.*

**PHOENIX HOUSES OF NEW ENGLAND, INC.**  
**Supplemental Information - Schedule of Functional Expenses**  
**For the year ended June 30, 2015**

	Program Services				Supporting Services			Total
	Residential Treatment Services	Ambulatory Treatment Services	Healthcare Services	Total	Administration and General	Fund-raising	Total	
Salaries	\$ 6,643,037	\$ 2,015,387	\$ 2,026,292	\$ 10,684,716	\$ 1,341,707	\$ 65,800	\$ 1,407,507	\$ 12,092,223
Employee benefits and payroll taxes	1,705,436	529,969	507,256	2,742,661	319,463	16,442	335,905	3,078,566
Consulting and contractual services	956,109	150,902	435,816	1,542,827	402,644	5	402,649	1,945,476
Resident sustenance	947,424	-	300,374	1,247,798	-	-	-	1,247,798
Occupancy costs	1,593,873	283,878	292,865	2,170,616	194,020	10,887	204,907	2,375,523
Vehicle costs	166,237	13,474	11,090	190,801	66,887	-	66,887	257,688
Communications	396,657	85,090	69,958	551,705	55,488	5,545	61,033	612,738
Office and program supplies	418,702	48,218	249,612	716,532	58,557	27,538	86,095	802,627
Insurance	181,571	30,219	44,535	256,325	7,227	634	7,861	264,186
Travel	131,279	55,242	48,934	235,455	36,865	2,543	39,408	274,863
Interest	28,226	-	16,993	45,219	3,630	-	3,630	48,849
Miscellaneous	126,180	24,601	38,446	189,227	59,392	8,083	67,475	256,702
Repairs and maintenance	444,321	24,518	118,334	587,173	20,172	935	21,107	608,280
Depreciation and amortization	442,605	14,388	79,922	536,915	4,849	369	5,218	542,133
Administrative charges from Parent	-	-	-	-	519,200	-	519,200	519,200
<b>Total expenses reported by function</b>	<b>\$ 14,181,657</b>	<b>\$ 3,275,886</b>	<b>\$ 4,240,427</b>	<b>\$ 21,697,970</b>	<b>\$ 3,090,101</b>	<b>\$ 138,781</b>	<b>\$ 3,228,882</b>	<b>\$ 24,926,852</b>

*This schedule should be read in conjunction with the accompanying report of independent certified public accountants on supplementary information and financial statements and notes thereto.*

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NEW ENGLAND REGION  
Board of Directors

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## RESUME

**Richard C. Turner**  
[REDACTED]  
[REDACTED]

Telephone: [REDACTED]  
[dickt@vermontel.net](mailto:dickt@vermontel.net)

### EDUCATION

M.P.A. University of Vermont, Burlington, VT - 1991  
B.A. Baldwin Wallace College, Berea, Ohio - 1971  
Major: Sociology; Minor: Philosophy

Many hours and a variety of specialized management and supervisory training programs

### EMPLOYMENT

**3-1-06 to present** Vice President and Senior Program Director, Vermont  
Phoenix Houses New England, Inc.  
131 Wayland Ave.  
Providence, RI 02906

Executive leadership, management, program development, and customer relation activities for the Phoenix house programs in the state of Vermont. In 2009 the Phoenix House programs in Vermont consisted of a clinical outpatient program conducted in each of the Vermont Probation and Parole offices, and four therapeutic community programs. Phoenix Houses also maintains three halfway houses and a clinical program in southern Vermont for first time DWI offenders.

**1-2005 to present** President, Richard Turner Consulting, LLC  
99 Ricks Road  
Plymouth, VT 05056

Principle owner of a consulting company that has helped agencies organize and manage their operations. Work projects since the agency began have been:

- Facilitating a physical plant strategic plan with Maple Leaf Farm, a residential substance abuse treatment facility.
- Coordinating a substance abuse coalition in Burlington, VT,
- Serving as an Interim Director of Central Vermont Substance Abuse Services, a non profit outpatient substance abuse clinic, in Barre, VT.

- Managing a project on developing a universal screening process for adolescent co-occurring disorders for Washington County, VT

**10-2003 – 10-2004**      Executive Director of Maple Leaf Farm, Associates  
PO Box 120  
10 Maple Leaf Rd.  
Underhill, VT 05489

Executive leadership and management activities for a 33 bed, non-profit substance abuse treatment facility. Medical detoxification and a clinical treatment are the primary activities for the facility. Regular interaction with the Board of Directors and community stakeholders was important and negotiating with revenue providers and fundraising was conducted regularly.

**1992 – Present**      Adjunct Instructor  
Community College of Vermont  
Trinity College  
University of Vermont  
Champlain College  
Burlington, Vermont

Part time faculty teaching “Introduction to Corrections”; “Correctional Management”; “Juvenile Justice”; “Addictions and Substance Abuse”; and “First Year Seminar” at the above Colleges. Most recent teaching has been at Champlain College.

**1992 – 10-2003**      Director of Correctional Services,  
Vermont Department of Corrections,  
103 South Main Street, Waterbury, VT  
Supervisor: Steven Gold, Commissioner

Executive responsibility for all correctional services for the Vermont Department of Corrections. Correctional Services include all offender education, program services, work programs, security and supervision conducted in nine correctional facilities and eighteen district offices. Offenders include pre-trial detainees, probationers, incarcerated to short-term and long-term status, pre-release, work release, furlougees, intermediate sanctions and parolees. Duties are conducted through direct supervision of Department executives and operating managers. Fiscal year 2003 operating budget - \$95 million, 12,000 probationers and parolees, 2,000 incarcerated, 1500 on intermediate sanction and 1000 employees. Primary leader in the organizational structure, primary leader in the service delivery structure. Retired in October of 2003.



1972 - 1992

Director of Security and Operations, Superintendent, Assistant Superintendent, Casework Supervisor, Caseworker, Residential Treatment Counselor and Correctional Officer  
Vermont Department of Corrections  
103 South Main Street, Waterbury, VT  
Supervisor: Thomas E. Perras, Deputy Commissioner

Responsibilities included executive management and policy level direction setting for the Department's correctional institutions and probation and parole Offices. Direct supervision of four Area Managers and the Division of Correctional Services central office staff. Primary program and design developer for two 350 bed medium security institutions, a 100 bed Work Camp, and a variety of other construction projects. Other responsibilities during the career included executive supervision of a couple of correctional facilities, major correctional program development activities and a variety of direct service activities in the beginning of the career; one of which was a Residential Treatment Counselor in a minimum security correctional facility that provide substance abuse counseling for alcohol and drug related offenders.

### RESEARCH AND PROFESSIONAL PROJECTS

- 1974 Faculty member of the New England School of Alcohol Studies.
- 1981 Member of a major task force researching the treatment of the sex offender. Funded by the National Institute of Corrections.
- 1988 Co-author of A Practitioner's Guide to Treating the Incarcerated Male Sex Offender, U.S. Department of Justice, National Institute of Corrections.
- 1996 Presentation: Roundtable - Restorative Justice in Action: Vermont's Innovative Reparative Probation Program, the American Society of Criminology, 48th annual meeting, Chicago, IL.
- 1999 Co-Author, "Race Matters within the Vermont Prison System", Race, Class, Gender and Justice in the United States, Allyn and Bacon, Boston, MA

**AMELIE GOODING MA**  
[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]  
agooding@phoenixhouse.org

[REDACTED]@gmail.com

**SKILLS:**

Thirty years of management and clinical experience in substance use and mental health disorders, with a focus on intervention and treatment services.  
Expertise in staff hiring, training, and supervision  
Responsible for developing a continuum of care from outpatient to residential rehabilitation, and related quality assurance and outcome measures  
Psychiatric and substance abuse assessment and interviewing skills  
Individual, group and family psychotherapy skills  
Team building and Motivational Enhancement expertise  
Experience teaching a college level substance abuse disorders course  
Grant writing and fiscal management experience  
Public relations and community development experience  
Fully fluent in French

**PROFESSIONAL EXPERIENCE:**

**6/1997-present: PROGRAM DIRECTOR  
Phoenix House-Keene Center, Keene NH**

Manage a continuum of care ranging from residential detoxification and rehabilitation treatment to Outpatient Services, as well as a prevention program for youth; create an Intensive Outpatient program for the Cheshire County Drug Court. Develop new payment streams and referral sources; submit grants and work with various agencies; prepare for and obtain CARF accreditation. Other responsibilities as listed below. (Marathon was sold to Phoenix House in 1999, and I took over administrative/clinical management at that time).

**9/2000-2010: CLINICAL CONSULTANT  
Vermont Academy, Saxtons River VT**

Conduct alcohol and drug assessments on students caught using alcohol and/or other drugs. Interview student and parents and submit report to student, family and school.

6/1997-4/1999: CLINICAL DIRECTOR

**Marathon Behavioral Treatment Services, Keene NH**

Develop, implement and direct residential substance abuse and co-occurring treatment; oversee detoxification services, Outpatient services, including a prison diversion program, and Transitional Living program. Hire, train, and supervise a clinical staff of 10. Implement and oversee Quality Assurance and Safety and Health programs. Assure compliance with CARF standards and federal and state regulations.

7/94-10/96: NATIONAL SALES MANAGER

**Momentum Clothing, LTD. Keene, NH**

Hire and oversee a six-member national sales force; member of a three-person team responsible for design, production, distribution and sales of five collections a year of women's clothing; sales and customer relations; travel to India for fabric design and production.

1/93-6/94 THERAPIST AND YOUTH COUNSELOR

**The Youth Resource Center Keene NH and Northfield Mt. Herman School, Northfield, MA**

Conduct weekly group psychotherapy for students with alcohol and other drug abuse problems; also work with high school drop outs in obtaining GEDs and employment, as well as providing individual counseling for that population.

10/91-11/92: CLINICAL DIRECTOR OF DUAL DIAGNOSIS SERVICES

**Spofford Hall, Spofford NH**

Manage a 15-bed inpatient rehabilitation unit and supervise a 12 -member clinical staff; develop and implement dual diagnosis program; conduct individual and group therapy; conduct treatment planning, quality assurance and clinical supervision.

10/85-9/91: PROGRAM DIRECTOR, MENTAL HEALTH UNIT

**The Cheshire Medical Center, Keene NH**

Hire and supervise a seven-member clinical staff; implement and oversee inpatient programming for 10 adults and 10 adolescents; ER triage and assessment and crisis management; initiate and co-sponsor quarterly educational symposia for professional community; write brochures and handbooks; group psychotherapy facilitator.

9/83-8/85: COORDINATOR OF PSYCHIATRIC SERVICES /STAFF THERAPIST  
**C.B. Wilson Center, Faribault, MN**

Clinically manage a ten-bed adolescent unit and carry a case load of five clients for individual therapy (5 times weekly) and case management; co-lead four groups weekly; facilitate team meeting and write up weekly treatment plans.

12/75-6/79: FASHION DESIGN ASSISTANT/EDITORIAL STAFF MEMBER  
**GIORGIO SANT'ANGELO DESIGN; VOGUE and ALL IN STYLE MAGAZINES**  
**New York, NY**

**EDUCATION:**

1983            **ANTIOCH UNIVERSITY**  
                  **MASTERS OF ARTS IN COUNSELING**  
                  Adolescent specialization

1975            **VASSAR COLLEGE**  
                  **BACHELOR OF ARTS**  
                  double major: French and Psychology

**SORBONNE UNIVERSITY**  
                  Diplome de Langue et de Civilization Francaise

**LICENSURE:**

1985: Licensed as a Master's level Psychologist in Minnesota  
1999: Licensed as a Clinical Mental Health Counselor in New Hampshire  
      with Addiction Specialization  
2001: Licensed as a Master's level Drug and Alcohol Counselor

References available upon request

**Peter A. Dal Pra LADC, LCS, ICADC, ICCS**

[REDACTED]  
[REDACTED] 03  
[REDACTED]

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**EDUCATION**

New Hampshire Technical Institute  
Concord, New Hampshire  
Associate in Science Degree in Human Services with a Major in Alcohol and  
Drug Abuse Counseling.  
Received May 20, 1994 with Honors.

**PROFESSIONAL  
EXPERIENCE**

March 2, 2009 To Present	Phoenix Houses of New England Dublin NH Program Director
July 2000 to Present	DalPra Counseling Services
Jan. 2002 to Nov. 2008	Serenity Place, Manchester NH Interim Executive Director Clinical Director/Supervisor
Apr. 2001 to Jan. 2002	Community Alliance for Teen Safety-Teen Resource Exchange, Derry NH Alcohol & Drug Counselor
Oct. 1997 to May 2001	NH Division of Alcohol and Drug Abuse Prevention & Recovery Chemical Dependency/ HIV AIDS/Prevention Case Manager
Sept. 1997 to June 2000	Southeastern NH Services, Dover NH NH State Certified IDIP Instructor
Sept. 1994 to Oct. 1997	Nashua Public Health Department, Nashua, New Hampshire HIV/AIDS Street Outreach Worker.
July 1994 to Feb. 1995	Seaborne Hospital, Dover, New Hampshire Adult/Adolescent Units Counselor I
Feb. 1993 to Nov. 2008	Serenity Place-REAP, Manchester, New Hampshire NH State Certified IDIP Instructor

**PROFESSIONAL  
SOCIETIES**

May 1998	NAADAC National Association of Addiction Professionals
May 1998	NHADACA NH Association of Alcoholism and Drug Abuse Counselors

**PERSONAL**

Adjunct Faculty Concord Community College NHTI Concord NH 2015, 2016, 2017  
Licensed Alcohol and Drug Abuse Counselor, March 1998 Lic. # 0439  
Licensed Clinical Supervisor, August 2006 Lic # 029  
Internationally Certified Alcohol & Drug Counselor ICADC # 19095  
Internationally Certified Clinical Supervisor ICCS # 01965  
Nationally Certified Trainer:  
    "Preventing HIV Disease Among Substance Abusers".  
    "Reaching Adolescents with Risk Free Messages".  
Faculty New England Institute of Addiction Studies (NEIAS) 2007, 2008, 2009, 2010, 2012, 2013, 2014, 2015, 2016, 2017  
Past President Board of Directors-Manchester NH East Little League  
Past Member Board of Director-Manchester East Little League  
Past President- NH Alcohol and Drug Abuse Counselors Association 2004-06  
Past President NH Alcohol and Drug Abuse Counselors Association 2013-15  
Former Member NH Board of Alcohol & Other Drug Abuse Professional Practice-Peer Review Committee  
Former Member Board of Directors- Southern NH AIDS Task Force  
Former Member Health & Safety Committee Greater Nashua Red Cross  
Senior Staff-NH Teen Institute Summer Program 1999-2013  
Co-Director NH Teen Institute Summer Program 2006, 2009, 2010, 2011, 2012, 2013  
Certified "Challenge Course Instructor"  
Advisory Board Member Southern NH Integrated Health Care Program  
Member Demand Treatment Coalition  
Member Northern Hillsborough County Coalition  
Certified Instructor PRIME for LIFE  
2003 Jefferson Award Recipient  
Former Board of Director-NH Alcohol and Other Drug Service Providers Association  
Former Member Governor's Commission on Alcohol Prevention, Intervention and Treatment-Treatment Task Force  
Former Member Mobile Community Health Team Project-Homeless Healthcare Advisory Board  
Governor Lynch Appointee to the Commission to Examine Driving While Impaired (DWI) Education and Intervention Programs  
2007 and 2011 Legislative Advocate Award Recipient from NHADACA  
2009 Lifetime Advocacy Award Recipient from NHADACA  
2010-2016 Governor Lynch and Governor Hassan Appointee to the NH Board of Alcohol and Other Drug Abuse Professionals  
2015 Chair NH Board of Alcohol and Other Drug Abuse Professionals  
Certified Crisis Prevention Institute (CPI) Trainer  
Certified HCV Basic Educator  
Certified Recovery Coach Trainer

**REFERENCES**

Available upon request

Emily Wilkins

ewilkins@phoenixhouse.org

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**Career History**

**Clinical Supervisor , Phoenix House**  
*Dublin NH*

*August 2013- Present*

- Conduct pre-authorization and concurrent reviews for insurance coverage
- Experience running groups such as Seeking Safety and relapse prevention
- Provide individual and group supervision to clinicians
- Provide supervision to undergraduate and graduate interns
- Assisted in developing new programming and groups

**Adjunct Professor, Keene State College**  
*Keene NH*

*September 2015-Present*

- Teach substance abuse courses to undergraduate students
- Courses taught include: Substance Abuse Counseling & Case Management and Assessment, Diagnosis and Treatment in Addictions

**Family Therapist, Phoenix House**  
*Dublin NH*

*June 2011-August 2013*

- Provided family therapy to adolescent residents and their family members
- Facilitated family focused groups
- Developed and implemented treatment goals
- Assisted residents with setting up aftercare services
- Provided supervision to residential counselors and interns

**Counseling Internship, Keene State Counseling Center**  
*Keene, NH*

*Sept. 2010-May 2011*

- College counseling center providing counseling services to Keene State College students
- Experience included:
  - Completion of intake interviews and DSM diagnosis
  - Individual counseling with college students implementing a brief therapy model
  - Carried a 13 client caseload
  - Participated in developing and implementing outreach programs

**Counseling Internship, Southern Vermont Special Services**  
*Wilmington, VT*

*Sept. 2009- May 2010*

- Private practice focusing on the needs of children and adolescents
- Exposed to several therapeutic modalities including Gestalt therapy, Cognitive Behavioral Therapy, and trauma informed interventions
- Experience included:
  - Completion of intake interviews, preliminary DSM diagnosis, and treatment goals
  - Individual counseling with children, adolescents, and parents
  - Couples therapy
  - Family therapy utilizing Columbia's Cognitive Behavior Therapy Protocol

- Facilitation of a process group with adolescent females at an alternative high school

**Mental Health Worker**, *Brattleboro Retreat  
Brattleboro, VT*

*April 2007- Nov. 2010*

- Based on the girls residential unit. Assisting patients with developing healthy coping skills for issues ranging from self-harm and eating disorders to substance abuse.
- Co-lead the Therapeutic Adventure Program group (TAP) and several other psycho-educational groups.
- Responsible for dispensing of medications and daily progress notes on the patients.

**Education**

**Masters Degree in Clinical Mental Health Counseling**  
*Antioch University New England, Keene, NH*

*May 2011*

**B.S. Degree in Human Services**  
*Lesley College, Cambridge, MA*  
graduated cum laude

*May 2006*

**Certifications/Memberships**

- **Licensed Clinical Mental Health Counselor: Licensed as of Nov. 2011, License # 1029**
- **MLADC as of December 2016, License # 1018**



Barbara A. Cleveland

[REDACTED]  
[REDACTED]  
[REDACTED], NH 03484

## **EDUCATION**

BS English  
University of Missouri St. Louis

MS Counseling Psychology  
University of Southern Alabama, Mobile Alabama

## **EMPLOYMENT HISTORY**

Sales: 1972 – 1985

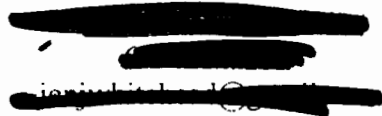
- Pharmaceutical – Warner Lambert; Johnson & Johnson Dermatological
- Medical Equipment – Johnson & Johnson Medical Electronics; Ohmeda

Human Services: 1985 – present

Experience included the following: grant writing; program development in residential, outpatient, IOP, adult, geriatric, and adolescent, Chemical Dependency, dual diagnosis, and Psychiatric; marketing; regulatory affairs; managing compliance with a variety of states, JCAHO and CARF standards; dual diagnosis; inpatient forensic psychiatric; crisis team development and management; crisis response team; training, and EAP; individual and group therapy; therapeutic ropes course facilitator; psycho-educational groups.

- 1985 -1986 Charter Hospital: Family Therapist – Adults
- 1986 – 1987 Mobile Mental Health: Wrote grant, developed and implemented adolescent outpatient with school program in Chemical Dependency
- 1987 – 1997 Parkside Medical: Clinical Director – Mobile Alabama  
Program Director – Bloomington Il.  
Marketing Director – Mundelein Il.  
Executive Director – Evansville Indiana  
Executive Director – Woodstock Il.  
Executive Director – Fort Wayne In  
Executive Director –Lincoln Park Il.
- 1998 Farmington Children's Home, Farmington Il.; Executive Director
- 1999 Washington County Psychotherapy, Machias Me. – Administrative Director
- 2000 Beech Hill, Dublin NH – Adult therapist
- 2001 -2008 Keystone Hall, Nashua NH – Program Director, Transitional Living Program
- 2008 – present Phoenix House – Keene Center – Adult therapist

Jennifer Whitehead, LICSW, MLADC



**PROFESSIONAL EXPERIENCE**

**Student Assistance Counselor** 2013-Present Keene High School Keene, NH

- Identifies and develops interventions, programs and services for the purpose of meeting the social, emotional and physical needs of at-risk students
- Provides individual and group counseling for the purpose of meeting individual student needs.
- Acts as a referral source and liaison between Keene High School and community mental health, substance abuse, juvenile justice and social service agencies and professionals for the purpose of ensuring the coordination and case management of services.

**IOP Clinician (Part Time)** 2014-Present Phoenix House Keene, NH

- Facilitates psycho-educational and process oriented groups in a substance use disorder focused Intensive Outpatient Program.
- Participates in weekly ongoing clinical meetings
- Maintains accurate and timely electronic health records.

**Clinician/Coordinator of Outpatient Services** 2006-Present Phoenix House Keene, NH

- Provide screening, assessment, orientation, treatment planning, and substance abuse counseling to adolescents, adults, families, and intensive outpatient groups.
- Oversee IOP curriculum, ensuring evidence based practices are in use
- Perform insurance pre-authorizations and ongoing utilization reviews for all private insurance clients
- Oversee clinical staff, including interviewing, training, and supervising Antioch graduate students
- Organize and lead both administrative and clinical team meetings
- Maintain ongoing communication with family and collaterals such as schools, probation, mental health counselors
- Maintain complete, timely, confidential and accurate treatment records

**Residential Clinician** 2002-2005 Easter Seals of New Hampshire Manchester, NH

- Provided assessment and individual, group, and family therapy to female adolescent group home residents with psychiatric and behavioral disorders
- Developed psychosocials, treatment plans, monthly reports and coordinated treatment plan reviews and revisions with clinical teams
- Collaborated with a variety of collaterals, including DCYF, DJJS, and with schools to develop behavior plans and IEP objectives
- Contributed as an integral member of the Easter Seals Dialectical Behavior Therapy Consultation Team

**EDUCATION**

<b>Masters in Social Work</b>	1999-2002	University of New Hampshire	Durham, NH
<b>BA, Psychology</b>	1993-1996	Keene State College	Keene, NH

**CERTIFICATIONS**

**Licensed Independent Clinical Social Worker, #1396** 2007 New Hampshire Board of Mental Health  
**Master Licensed Alcohol and Drug Counselor, #0870** 2012 Board of Licensing for Alcohol and Other Drug Use Professionals  
Certified in administering GAIN (Global Appraisal of Individual Needs, a bio-psycho-social assessment)  
Certified in ACRA (Adolescent-Community Reinforcement Approach, an evidenced-based treatment)  
Trained in Motivational Enhancement Therapy/Cognitive Behavioral Therapy

## JOHN J. LETENDRE

~~CONFIDENTIAL - DO NOT DISCLOSE TO ANYONE~~

### Phoenix Houses of New England:

Keene, NH Adult Program (November 2016 – Present)

Senior Counselor - Phoenix House Keene Center – Residential/Intensive Outpatient Programs

Residential: Performed one on one SA counseling with residential clients. Conducted various didactic and process groups such as Anger Management, Seeking Safety, Matrix, Meditation / Mindfulness and Men's Gender group.

Intensive Outpatient: Conducted weekly treatment groups according to program curriculum. Developed individual treatment plans with patients in the IOP program. Met periodically with patients to review progress toward treatment goals, do individual SA counseling and prepare them for successful completion of the 24 session program.

Dublin, NH Adult Program (December 2014 – October 2016)

Counselor II/House Manager -

Performed one on one Substance Abuse counseling with residential clients. Conducted various didactic and process groups such as Anger Management, Seeking Safety, Addiction and the Brain, Meditation / Mindfulness and Men's Gender group. As house manager, conducted monthly inspection and worked with facilities to help ensure upkeep and general compliance with state regulations and Certification bodies. Assisted Program Director with personnel and managerial duties as assigned.

Keene, NH Adult Program (March 2011 – November 2014)

Counselor I – Phoenix House / Cheshire County Drug Court Program (Nov 2013 – Nov 2014)

Performed one on one counseling with Drug Court participants. Co-facilitated Intensive Outpatient Program, conducting didactic and process curriculum as directed by program guidelines.

Counselor I - Phoenix House Keene Center – Residential Program (Jul – Nov 2013)

Performed one on one Substance Abuse counseling with residential clients. Conducted various didactic and process groups such as Anger Management, Seeking Safety, Dual Recovery Meditation / Mindfulness and Men's Gender group.

Case Manager - Phoenix House Keene Center – Transitional Living Program (Feb 2012 – Jul 2013)

Worked with successful completers of the 28-day Substance Abuse program and assisted them as they transitioned back into the community. Provided one on one counseling and support as they sought employment and established a program of recovery; preparing to leave the controlled environment.

Counselor Assistant – Phoenix House Keene Center (Mar 2011- Feb 2012)

Performed administrative tasks such as admissions and transportation of clients to appointments and meetings. Monitored vital signs of detox clients and administered medication as directed in Doctors orders. Performed other various duties as assigned.

**EDUCATION:**

Associate of Science in Chemical Dependency (2011 Magna Cum Laude)  
Bachelor of Science in Management (2006 Cum Laude)  
Associate of Science in Chemistry (1996)  
Keene State College, Keene, NH  
Delta Mu Delta, National Honor Society for Business Administration, 2006

**LICENSES / CERTIFICATIONS:**

Licensed Drug and Alcohol Counselor (LADC) NH License# 1001  
CPI International: Certified Trainer – Non-Violent Crisis Intervention

**PREVIOUS WORK EXPERIENCE:**

**Business/ Technical:**

- Worked directly with customers to resolve various issues.
- Used interpersonal, influential and negotiation skills to facilitate the timely completion of projects and expedite key customer orders.
- Conducted sales and product demonstrations to potential customers both in plant and at customer sites.
- Assisted customers, sales representatives and service personnel with product selection, technical information and application troubleshooting for a wide range of printing and labeling supplies and equipment.
- Tested, compiled and reported a wide variety of research data using chemical, technical, and analytical skills.
- Traveled in support of sales and marketing to analyze market trends, strengthen customer relationships.
- Sold a variety of chemical raw materials to the paints, coatings and inks industry for a regional specialty chemical distributor by providing product support and utilizing technical selling skills.
- Performed time and motion studies and made recommendations to improve production efficiency and profitability.

**EMPLOYMENT HISTORY:**

**Phoenix Houses of New England, Keene NH, (March 2011 – Present)**

Various positions - see above.

(Aug 2010 – May 2011) – Full time student.

**Fulflex of Vermont, Brattleboro VT, (March 2008 – August 2010)**

Client Project Manager

**C&S Wholesale Grocers, Keene, NH (October 2007-February 2008)**

Associate Merchandising Analyst

**Fidelity Investments, Merrimack, NH (January 2007-August 2007)**

Retirements Specialist – 401(k)

**United Plumbing Technologies, Winchester, NH (2004-2006)**

Coordinator-Manufacturing Engineering

(2002 – 2003) Worked full and part time in various positions while completing Management degree.

**Bedford Specialty Sales, Inc., Pelham, NH (1999-2001)**

Technical Sales Representative

**Markem Corporation, Keene, NH (1991-1999)**

Chemist II - Supplies Technical Service (1997-1999)

Sales Support Specialist - Technical Sales Support (1994-1997)

Technician III - Chemical R&D (1991-1994)

[REDACTED]  
[REDACTED]  
[REDACTED]

# Mary Punch

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Experience 10/1/2004-present Phoenix Houses of New England Keene, NH

Office Manager

- Assist in program development and budgeting. Assure licensing and accreditation compliance with insurance, internal, local, state, and federal policies, regulations, and contracts. Responsible for insurance billing, cash management, vendor services, supply inventory, IT and secretarial services.
- Manage the administrative aspects of the program in the absence of the Program Director (e.g. facility operations). Supervise support staff (kitchen manager, overnight monitors). Serve as liaison between the program and Central Office to administer personnel, accounting, billing, IT and other policies and procedures.
- Serve on Health & Safety and Quality Assurance committees.
- Subject Matter Expert (SME) for Phoenix House's electronic medical record (Welligent). Graduate of SAMSHA Change Leadership Academy. Other trainings include advanced Excel, HIPPAA compliance and confidentiality, corporate compliance and ethics, cultural diversity, workplace emergencies and natural disasters, sexual harassment, and customer service.

1986-2012 Punch Land & Tree Sudbury, MA

Office Manager/Bookkeeper

*Family-owned professional landscaping and tree service company*

- Solely responsible for all aspects of office management, including invoicing, payroll, accounts receivable, and accounts payable.
- Used QuickBooks to reconcile bank accounts and loans. Designed company logo, advertising and mailings. Managed payroll taxes and reports. Prepared records for tax preparation.

2000-2004 Bequart Old Books Fitzwilliam, NH

Office worker/bookkeeper

*Antiquarian bookstore*

- Recorded sales and expenses with Microsoft Excel. Streamlined order processing and bookkeeping procedures. Tracked and analyzed inventory costs and internet sales to maximize productivity.
- Processed book sales from the store, internet, eBay, and mail orders. This involved entering and uploading book information to bookseller websites, producing book catalogues, all aspects of eBay auction sales, taking orders from email and by telephone, communicating and problem solving with customers, and packaging and mailing orders. Some HTML experience.
- Re-organized stock and inventory systems, resulting in improved sales. Summarized and described technical books for internet and mail order sales. Customer service in the retail shop.

107 Templeton Trk.  
Sudbury, MA 01977  
900-595-0000

## Mary Punch

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1991-present      Sudbury Ancient Fife & Drum      Sudbury, MA

Volunteer, treasurer

*Non-profit educational organization*

- Perform with fife and drum at parades, educational events, re-enactments, etc.
- Served multiple terms as president, vice-president, and treasurer.  
Responsibilities include booking performances, managing finances, preparing public charity reports and tax returns, chairing meetings, organizing personnel, public speaking, producing newsletters, preparing music, and teaching both fife and drum.

Miscellaneous Experience

- Other past experience includes Administrative Assistant at an architectural stone company, various retail positions, and Girl Scout leader.

Education    BS, Zoology 1985      University of Massachusetts      Amherst, MA

References    References are available on request.

SUE VANDEN BOSCH, MA, LCMHC, MLADC

[REDACTED]  
[REDACTED], NH 03431  
[REDACTED]  
Email: [suvandenbosch@phoenixhouse.com](mailto:suvandenbosch@phoenixhouse.com)

## EXPERIENCE

2/2011 – Present Phoenix House of New England, Keene Center  
106 Roxbury Street, Keene, NH 03431

### Director of Admissions/Senior Counselor

- Maintain ongoing communication between programs and admissions to help shape the community. Maintain appropriate census and payer mix in IOP, PHP and Residential levels of care. As Senior Counselor, provide assessment, therapy, education and supportive services to clients and their families, as well as clinical supervision and direction to staff and interns.
- Oversee admissions process of all programs
- Maintain positive working relationship with agencies, resources and families to coordinate services for client care
- Oversee preauthorization and utilization review functions within all PH Keene Center programs
- Directly supervise assigned clinical and managerial staff, inclusive of interviewing, training, problem solving, performance reviews, discipline and any other areas which improve job performance
- Do clinical pre-authorizations, ongoing utilization reviews and discharge planning for privately insured clients
- Manage a caseload of clients and provide individual, group and family counseling as required

12/2009 – 2/2011 Phoenix House of New England, Keene Center  
106 Roxbury Street, Keene, NH

### Assistant Program Director/ Admissions Director

- Responsible for the ongoing maintenance of the clinical and administrative components of all the programs, including referral development, admissions and marketing, with an emphasis on the outpatient programs, including the IOP.
- As Senior Counselor, provide assessment, therapy, education and supportive services to clients and their families.
- Supervise assigned administrative and clinical staff.
- Complete clinical pre-authorizations, ongoing utilization reviews and discharge planning for all privately insured clients.
- Oversee admissions process for all programs and maintain communication between admissions, Program Director, clinical Director and staff on duty.
- Oversee record keeping, caseload management, quality assurance, and utilization review for all outpatient services.
- Assist in the recruitment and interviewing of candidates for hiring. Assist in the termination of employees if needed



- Monitor the formulation and completion of treatment plans, progress notes and group notes for assigned programs.
- Assist in budgeting process and adherence to all approved program budgets.
- Supervise and mentor graduate student intern, as needed.

2/2009 – 12/2009 Phoenix House of New England, Keene Center  
Intensive Outpatient Substance Abuse Treatment Program  
106 Roxbury Street, Keene, NH

**IOP Coordinator/Outpatient Clinician**

- Responsible for developing new intensive outpatient treatment program (IOP) with startup date of March 24, 2009, including research of treatment models, investigation of funding sources and planning of curriculum
- Develop referral network for IOP within the community by providing information and explaining intake process for potential clients
- Interviewing and screening of applicants for IOP program including use of the GAIN assessment tool
- Position to include the following: facilitation and appropriate documentation of therapeutic and psychoeducational groups; development of individual treatment plans for assigned clients; and family and couples counseling as needed

7/2007 – 8/2008 Phoenix House of New England, Keene Center  
Residential Substance Abuse Treatment Program

**Admissions Coordinator/Counselor**

- Responsible for telephone screening and face-to-face assessment of potential clients
- Coordinated admissions process for new clients
- Facilitated phone screens and arranged urgent admissions for detox/crisis clients
- Conducted educational and experiential groups for residential clients
- Responsible for maintaining full census of treatment clients
- Provided individual counseling for 3-4 clients during their four to six week stay in treatment
- Developed and implemented treatment plans for assigned clients
- Completed computer generated assessment program for assigned clients
- Supervised department clinical aide
- Participated in weekly team meetings and outside clinical supervision

5/2005 – 7/2007 Home Healthcare, Hospice & Community Services  
312 Marlboro Street, Keene, NH 03431

**Medical Social Worker**

- Provided grief counseling for hospice patients within a designated two county area in the Monadnock region
- Developed and facilitated therapeutic support groups for family members of hospice patients. including a group for high school students and a group for survivors of a friend or relatives' traumatic death

- Used a computer generated program to complete client assessments and progress notes
- Communicated regularly with hospice team members, including nurses, chaplains, volunteer coordinator and medical director

9/2004 – 5/2005 Home Healthcare, Hospice & Community Services  
312 Marlboro Street, Keene, NH

**Bereavement Program Intern**

- Provided grief counseling for family members of hospice patients
- Planned and co-facilitated support groups for widow/widowers, adult daughters grieving the loss of their mother, and mixed bereavement groups
- Assisted in planning and organizing annual memorial service
- Participated in workshops and community presentations

5/2004 – 9/2004 Starbucks Coffee  
West Street, Keene, NH

**Shift Supervisor**

- Supervised daily operations of coffee house including cash management and directing employees
- Ensured all required daily food and coffee preparation was completed
- Responsible for daily store balancing and closing activities
- Completed daily corporate reports, daily cash counting and bank deposits
- Provided inventory control including product ordering for several departments

9/2001 – 9/2003 Bank of America  
Central Square, Keene, NH

**Senior Teller**

- Accurately processed customer transactions
- Ordered and balanced cash for branch and vault use
- Promoted bank products and services to meet customer needs

**EDUCATION**

Antioch University New England, Keene, NH

Master's Degree in Counseling Psychology, July, 2006

Grand Valley State University, Allendale, MI

Bachelor's Degree in Business Administration, High Honors

**LICENSURE, STATE OF NEW HAMPSHIRE**

Licensed Clinical Mental Health Counselor (LCMHC), License #752

Master Licensed Alcohol and Drug Counselor MLADC) License #0869

Samantha Nolte, BA

~~133 Kilmwood Heights Green Hill, NH 03158 (603) 562-8869 | s.nolte@gnh.com~~

**EDUCATION:**

Keene State College-Keene, NH  
B.A., Psychology-December 2007  
GPA Overall 3.53/4.00

**HONORS/ACHIEVEMENTS:**

Phoenix House Employee Excellence Award-07/09 and 12/11  
Deans List for 9 terms  
NSCS-National Society of Collegiate Scholars

**EMPLOYMENT HISTORY:**

**11/15 to present PHOENIX HOUSE DUBLIN CENTER- Dublin, NH**

Admissions Manager

- Responsible for managing all admissions/discharges and waitlist.
- Responsible for central intake calls including all phone screenings/referrals/and placement on waitlist.
- Communicating all updates including admissions, discharges, and waitlist changes to all staff, program director, and regional vice president daily.

**6/13 to 11/15 PHOENIX HOUSE ACADEMY- Dublin, NH**

Program Director

- Providing supervision and oversight for an adolescent residential program focusing on substance abuse treatment.
- Responsible for creating and implementing a high quality clinical program and ensuring that it satisfies the requirements of four separate state and federal regulatory boards.
- Direct oversight of a 300k budget including managing revenue streams and developing strategic plans to improve funding sources.
- Maintained the census and oversight of the waiting list. Performed client interviews and assessment for admission into the program.
- Responsible for performing quality assurance audits on all clinical documentation as well as client satisfaction.
- Maintaining utilization data necessary for program evaluation and state agencies.
- Responsible for maintaining the program's compliance with facility safety policies and procedures, data collection and reporting.
- Responsible for developing positive relationships with multiple communities in the New England area.
- Responsible for all staff scheduling.

**2/10 to 8/13 PHOENIX HOUSE ACADEMY- Dublin, NH**

Senior Clinician/House Manager

- Carried a caseload of 4-5 youth clients, including holding individual sessions with clients, treatment planning, case management, and discharge planning.
- Supervised employees beginning in the field. Provided specific guidance through clinical supervision in counselor development such trainings, ethics, and clinical approaches.
- Responsible assisting the Program Director in building and maintaining a census- including marketing the program as well as overall program management.

- Trained as a Subject Matter Expert for the new electronic medical record, Welligent. Instrumental in implementing this system within the program as well as training other programs to utilize the system.
- Organized admissions and completed clinical assessments (ADAD, ASI) to determine clinical appropriateness for this level of care.
- Maintained working relationship with agencies, resources, and families to coordinate services for client care; provide information on substance abuse treatment resources and services; and make necessary referrals.

**02/08 to 8/10 PHOENIX HOUSE-Dublin, NH**

**Residential Counselor**

- Carried a caseload of 4-5 clients, including holding individual sessions with clients, treatment planning, case management, and discharge planning.
- Drafted and presented client updates, responsible for client assessments, treatment planning, and case management.
- Facilitated group and individual sessions, gained specific experience in running a variety of psycho-educational as well as clinical groups. Gain experience in evidence based practices.
- Worked within a team of professionals to effectively manage the clinical milieu including day to day activities, recreational activities, and crisis management as needed.

**07/05-02/08 NORTH MEADOW FAMILY HEALTH-Peterborough, NH**

**Admin/Receptionist**

- Instrumental in the implementation of a new electronic medical record for all employees.
- Assisted in management of the office- including clerical duties such as scheduling, filing, answering phones, scanning medical records into computer, medical records coordinating.
- Developed knowledge of the medical field, including confidentiality, and ethical standards. Worked with a diverse group of people, demonstrating leadership and teamwork.

**INTERNSHIPS/ACTIVITIES:**

**01/07-05/07 MONADNOCK FAMILY SERVICES-MANY OPTIONS PROGRAM**

**Practicum at the Many Options Program-after school program Keene, NH.**

- Worked with children grades 5-9, offering mentoring, drug free activities, academic tutoring, and positive role modeling. Also responsible for taking children to local places to learn and be active in the community.

**SKILLS:**

Trained in Aggression Replacement Training

Trained in Motivation Interviewing

Experience with Cognitive Behavioral approaches and trauma informed counseling (Seeking Safety)

Computer literacy

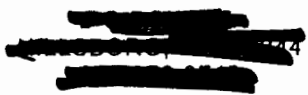
CPR/First Aid Certified

Medication Administration

Non Violent Crisis Prevention

Knowledge and experience of Electronic Medical Records

MARY L. MCCARRON



Highly organized with a positive attitude.  
Excellent oral and written communication skills.  
Effective team member

September 2014 – present                      Maxim Healthcare Service                      Manchester, NH

LPN

Working one on one with a high school student with physical limitations complete his senior year. Assessing his respiratory and physical condition throughout the school day. Helping him achieve his goals for the day while working in collaboration with classroom teachers, nurses and staff.

January 2013 – June 2014                      Summerhill Assisted Living Facility                      Peterborough, NH

LPN

Working on Assisted Living and Memory Care units. Administering medications, daily resident assessments. Consulting with physicians. Communicating with families with changes and updates.

October 2003 - November 2012                      Crotched Mountain Rehabilitation                      Greenfield, NH

LPN

Responsibilities included working with children and young adults compromised with physical and mental challenges. Developed working relationships with physicians, therapists and other team members to meet the client's needs. Assisted with Care Plans and working MDS assessments. Functioned in the charge role supervising the LNA staff.

October 2002 – October 2003                      Ready Nurse                      Bedford, NH

August 1999 – October 2001

LPN

Worked with a variety of long term geriatric facilities as charge nurse. Supervised LNA's, administered medications and treatments. Monitored and updated assessments

October 2001 - October 2002                      Harborside-Pheasantwood                      Peterborough, NH

ADMISSIONS & MARKETING DIRECTOR

Screened patients for admission throughout New England. Worked with Medicare, Medicaid and other insurance providers prior to admission. Developed strong working relationships with physicians and acute care facilities. Formed professional and compassionate relations with families.

August 1993 - August 1999                      Robin Hill Farm                      Hillsboro, NH

PROGRAM MANAGER, LPN

Manager of a supported residential facility for acquired brain injured adults. Insured program met and followed New Hampshire state regulations for licensure. Assisted in the development of individualized care plans. Worked closely with healthcare professionals in developing each client's plan of care.

New Hampshire Technical Institute, Claremont, New Hampshire

Practical Nurse Program July 1991

References are available on request.

## James Moon, RN

~~2000-2001, 2002-2003, 2004-2005, 2006-2007, 2008-2009, 2010-2011, 2012-2013, 2014-2015, 2016-2017, 2018-2019, 2020-2021, 2022-2023, 2024-2025~~  
~~603-933-1104 (cell) or jamesmoon@gmail.com~~

### Summary

As a registered nurse, I have expanded my skills without losing touch with my client's needs.

### Work History

January 2013-February 2017

**Cushing Academy, Ashburnham, MA - RN**

Full-time staff nurse for 24hr health center.

September 2012 to December 2012

**Winchendon School, Winchendon, MA - RN**

Substitute staff nurse for private school

June 2012 to August 2012

**Nature's Classroom (Sargent Camp), Hancock, NH - RN**

Contracted as lead RN for summer camp for 10-17yr old campers

January 2009 to October 2011

**Favorite Healthcare Staffing- RN**

Worked in multiple settings including emergency, intensive care, telemetry, rehab centers, schools and long-term care facilities.

August 2008 to December 2008

**Summerhill Assisted Living, Peterborough, NH- RN**

Assisted living assignment

June 2007 to May 2008

**Nightingale- RN**

ICU/Med-Surg travel assignments

January 2007 to April 2007

**American Mobile Healthcare- RN**

ICU travel assignments

August 2004 to November 2006

**Monadnock Community Hospital, Peterborough, NH- RN**

ICU nurse

January 2003 to August 2004

4 Cheshire  
Keene, NH 03431

XXXXXXXXXX  
XXXXXXXXXX

# Jaime Francis

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**Objective** To pursue a career that offers personal growth and satisfaction while contributing to the success of my employer.

**Experience** 2016-2016 Planned Parenthood Keene, NH

**Medical Associate HCA**

- Responsible for patient in-take (check vitals, patient history, prepare rooms for physician procedures, assist clinicians, maintain lab work, medication inventory)
- Taking blood and administering injections/all vaccinations (Flu, Hepatitis, Gardasil, Depo, etc.)
- Maintain patient charts and records in accordance with clinic standards and guidelines, assuring confidentiality of all records; filing, faxing, copying, etc.
- Distributes contraceptive supplies and maintains appropriate records
- General duties include: Scheduling appointments, verifying insurance, check in/out patients, collect co-pays/payments
- Provide excellent customer service and phone communication

2015-2016 Hospice Community Services Keene, NH

**Medical Records Assistant**

- Quality control audits for all patient admission and discharge medical files. Responsible for verifying all submitted charges, as well as acquiring & confirming nurse/physician orders and visitations using Allscripts system.
- Responsible for filing admission and discharge charts using rolling file system.
- Provide timely and professional customer service for all incoming and outbound calls in order to verify estimated doctor visits with servicing physicians.
- Verified Medicare coverages for all patient inquiries.
- Responsible for verifying prenatal hospital visits for mother up to 6mos of pregnancy.

2014-2015 Our Town Eyecare Peterborough, NH

**Administrative Assistant**

- Responsible for processing daily Electronic Medical Record (EMR) uploads and reconciling insurance claims and customer billing.
- Responsible for all diagnostic coding for patient EMRs/submissions.
- Provide timely and professional customer service for incoming patients and handle all inbound/outbound calls, including scheduling/confirming appointment schedule.
- Responsible for maintaining office supplies, product inventory (contacts, frames, lenses, etc.) and book-keeping.

2014-2014 Masiello Employment Services Keene, NH

**Contractor**

- Contractor work in office settings (insurance, medical office).
- Medical responsibilities included: all inbound/outbound calls, diagnostic coding for patient EMRs, and timely and professional customer service.
- Insurance responsibilities included quotes, new business, endorsements, and cancellations.

2008-2014

Liberty Mutual

Keene, NH

**Associate Underwriter II**

- Responsible for day-to-day Massachusetts Underwriting policy transactions that include quotes, new business, endorsements, and cancellations. This includes the responsibility to ensure that policy transactions are issued and recorded accurately and in a timely manner.
- Provide timely and professional customer service for Independent Agents to help facilitate the processing of business (both new business and renewals). This includes communicating as needed with agents to obtain the necessary information needed to complete both screening and transactions on their behalf.
- Help to cultivate the Liberty Market brand by answering questions, resolving problems, and explaining new or revised products and processes in a professional, concise manner.
- Responsible for screening transactions to ensure proper processing. This can include referring for a wide number of conditions or completing transactions that fall within delegated authority limits.
- Significant experience with numerous proprietary Liberty Mutual processes and systems (i.e. eCLIQ, PEAK/LMS, IQ Quote Submissions).
- May order and screen miscellaneous reports needed in the rating and underwriting processes, such as Motor Vehicle Reports, loss history reports, credit checks, outside inspections and loss control.
- Screens transactions to determine proper processing for all segments of business that require underwriter attention within delegated authority limits.

2001-2008

Main Street America Group

Keene, NH

**Senior Data Processor**

- Provided frontline support for any agencies who encountered problems entering Personal Lines policies on newly-deployed systems
- Processed Commercial Auto renewal policies on the Insurity system
- Responsibility for daily analysis of DMV state verifications for multiple states (i.e. Florida, New York, New Hampshire, Virginia)
- Maintained the outbound DMV error calls for multiple states (i.e. New York, Georgia, South Carolina)
- Coordinated the collection of information to resolve DMV issues dealing with Suspensions and Customer service inquiries
- Completed monthly DMV error reports for distribution to management
- Trained junior team members on DMV processing and workflows

**Education**

- 2012- Franklin Pierce University
- Pursuing Bachelor of Arts in Business Administration
- Coursework includes Financial, Account, Business Administration, English Comp 101, 102. Archeology(elective), Creative Writing, Statistics, etc.

- Proficiency with Compulink, Emidion, Microsoft Office (Word, Excel,



Exchange, PowerPoint) LINUX, MAC OS X.

- In-depth understanding of Commercial Lines Rates, Rules and Products
- Widespread exposure and competency on many insurance applications and platforms
- Strong interpersonal skills

**Professional  
Associations**

- Insurance Professionals
- The Institutes (AICPCU)

**References**

- Available upon request.

## Teah A. Lumbra

~~11 Morning Star Rd, Dublin, NH 03828, Tel: 603-550-9000~~  
~~Email: tlumbra@comcast.net~~

**Objective:** To obtain a position in which my skills and experience as Kitchen Manager will be utilized

- Placed weekly and monthly food orders
- Planned weekly menu
- Processed yearly applications for State and Federal commodity programs,
- Documented, and submitted monthly report for NH Nutrition Program
- Monitored and scheduled kitchen equipment inspections and repairs
- Meal preparation when necessary
- Planned and prepared food for special events
- Safe Serve certified for 6 years
- Facilitated educational seminars

**Phoenix Houses of NE**

2/1/1997 — 11/1/2012

Dublin, NH

Office Manager

Kitchen Manager

3/2008 — 6/2012

**Phoenix Houses of NE**

6/13/1994 — 2/1/1997

Dublin, NH

Administrative Assistant

**Bridgeport Metal Goods**

5/2/1991 — 6/1/1994

Hinsdale, NH

Receptionist, Purchasing Rep and Quality Control

**Skills**

Proficient in Word Document, Excel spread sheet, Electronic Data Billing and Customer Service

Proven ability to multi task at a fast pace

**REFERENCES**

Robert Nichols 603-357-4341  
John Ahman 781-789-1118  
Paul Salem 603-660-0584  
Connie Flagg 603-313-4060

Jane T. Quigley

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

## Education

Master in Science with a Major in Clinical Mental Health Counseling, New England College, Henniker, NH. Anticipated completion date August 2017.

Bachelor in Science with a Major in Psychology. Granite State College, Concord, NH. September 2015.

Associate in Science with a Major in Addiction Counseling. NHTI, Concord's Community College, Concord, NH. May 2014.

Bachelor in Art with a Major in Art. Keene State College, Keene, NH. Undergraduate coursework.

## Associations

American Mental Health Counselors Association – AMHCA – 2015-Present

National Association of Alcoholism and Drug Abuse Counselors – NAADAC 2013-Present

New Hampshire Alcohol and Drug Abuse Counselor Association – NHADACA 2013-Present

NHADACA Board of Directors 2015-Present

Phi Theta Kappa – International Honor Society – Vice President - NHTI 2013, 2014

Dean's List – 4.0 GPA – NHTI 2012, 2013, 2014 – GSC 2014, 2015

Human Service Club – NHTI 2013, 2014

Student Senate – Vice President/Chair Concerns Committee – NHTI 2013-2014

NHTI ATOD (Alcohol Tobacco and Other Drug) Team – Student Representative - 2014

## Volunteer Experience

Orientation Leader – NHTI 2013, 2014

MLK Day of Service – NHTI 2013, 2014

NAMIWalk NH – NHTI Team 2012, 2013

Straight Ahead Ministries – Youth Leader at Antrim Girl's Shelter, Antrim, NH – 2006 – 2010

## Work Experience

Riverbend Clinical Mental Health Center, Master Level Clinical Intern. Concord, NH. 2016-Present

Phoenix House Dublin Center, Senior Counselor I. Dublin, NH. 2016-Present

Phoenix House Dublin Center, Counselor Assistant. Dublin, NH. 2015-2016

Phoenix House Franklin Center, Counselor Assistant. Franklin, NH. 2014-2015

Phoenix House Franklin Center, Intern. Franklin, NH. 2013-2014

NHTI, Office Assistant/Federal Work Study. Concord, NH. 2013-2014

SAU 24, Receptionist. Henniker, NH. 2011-2012

Curves, Circuit Coach. Hillsboro, NH. 2010-2011

US Census Bureau, Enumerator. Concord, NH. 2010

Quigley Carpentry, Administrative Assistant. Antrim, NH. 1988-2010

Proposal to the NH SBAS  
CATE SEMENIA

~~614 Nashua St #222, Milford, NH 03055~~  
~~603-888-9666 j.casementa@gmail.com~~

1. **ACTIVE** A counseling position supporting adults in recovery and fostering resilience

- Flexible, enthusiastic, devoted to helping others through education, empowerment, diversity, and healthy self-care
- Exceptional communication skills, manages stressors well, thrives in a fast paced environment, strong collegial relationships with students, co-workers, superiors and supervisees
- Experience facilitating groups for adolescents (residential) and adults in recovery community
- Works well independently and as a team member, computer proficient (MS Office & Outlook), Internet/research competent
- Energetic, creative, honest and flexible woman who embraces challenges with poise and good humor

**PROFESSIONAL EXPERIENCE**

Harbor Homes, Inc. Nashua, NH  
 SSVF Program Manager 2012-2014  
 Successfully implemented and maintained a statewide, federally funded program to promote housing first and assist veteran households in securing permanent stable housing, in compliance with the \$1,007,00.00 annual award, VA & HUD protocols. Created a client-centered program for outreach to homeless veterans, and community providers serving the same, specific to needs of both rural and urban clients. Implemented quality assurance standards for case management, and an approach specific to rural and urban New Hampshire. Co-chaired the Greater Nashua Continuum of Care. Other responsibilities included staff development, supervision, training, and managing sub-grantees.

Mt Washington College Manchester NH  
 Adjunct (Psychology) Faculty 2012-present  
 Designing and facilitating classroom experiences to support learning directives, student success, mindfulness and career development. Duties include strategic and innovative class plans, dynamic public-speaking, continuing education and awareness of issues impacting human services and education at the local, state and national level, research to respond to student questions and/or expand my academic knowledge and teaching efficacy, encouraging students to think critically, constructive feedback on participation and assignments, assistance to those with learning challenges, recording attendance and grading.

Springfield College, Manchester, NH  
 Staff Assistant, Admissions 2010-2012  
 Support admissions staff in student recruitment and retention, social media, hosting events, assisting student and faculty with technology, administration, academic support, etc. Established a Mindfulness Meditation community and weekly meeting, via social networking, word of mouth, e-community and educational workshops on mindfulness, anxiety management and related topics for human services professionals, students and the general public.

Easter Seals of NH, Adolescent Co-Occurring Program Manchester, NH  
 Residential Supervisor 2008-2010  
 Responsible for the supervision of staff, unit operations and treatment protocols. Helped develop and maintain curriculum for medium intensity, 30-60 day co-educational treatment program for adolescents aged 13-18 with co-occurring disorders. Duties included facilitating substance abuse psycho-educational sessions, MET, CBT, Relapse Prevention, Meditation and Seeking Safety groups, co-facilitating Family Therapy, dispensing medication, assessing and documenting client progress; making clinical recommendations to treatment team. Pioneered and implemented an outreach campaign to establish our program in the human services community.

Gillette, NJ  
2004-2008

If employed  
Childcare Provider

Services included assistance with homework, transportation to events and after-school programs, library trips and other enrichment outings, such as the local wildlife preserve and nature centers, for children ages 4-11. Tutored child with auditory and visual processing disorders and dyslexia, and another child with pervasive cognitive and physical disabilities.

Livingston Youth & Community Services  
Facilitator

Livingston, NJ  
Autumn, 2004

Conducted classroom and recreational drug awareness programs for children in Livingston schools and coordinated events, desktop publishing, parent relations and managed correspondence for Director.

I.C.J.W. Center for Women  
Job Developer

Livingston, NJ  
Spring, 2004

Assisted job-ready clients in a Domestic Violence recovery program, with the hiring process, preparation of resumes and other interview materials and skills. Conducted psycho-educational workshops related to job searching.

## EDUCATION

Franklin & Marshall College, Lancaster, PA

Bachelor of Arts Degree – English & Religious Studies,  
Drama Minor

Springfield College, Manchester, NH

Master's of Science, Mental Health Counseling Degree  
with Honors

Tree of Life Interfaith Seminary, Milford, NH

Interfaith ministry ordination (June, 2015)

## Volunteer & Internship

Sunapee Youth Services Center (Internship), Manchester, NH

2008-2010

Springfield College Advisory Board

2009-2011

Inspired Recovery Board

2010-2012

FOR NH Board

2012

Mindfulness/Meditation Meeting Facilitator/Practitioner

2010-Present

## OTHER Certifications and Training

### NH Notary and Justice of the Peace

TF-CBT Training

Spring, 2011

ACT Training

October, 2012

ATR Training

August, 2012

VA Training for SSVF Protocols

2012-2014

Vicarious Traumatization Training

May, 2014

Pi Gamma Mu Honor Society

2010-present

### Valid NH Driver's License

Computer Literate – Proficient with MS Word, Excel, Power Point, Publisher, Outlook, and social media. Experienced with APA format and academic research. Skilled presenter and public speaker.

References are available upon request.

**Scott Shepherd**

[REDACTED]  
[REDACTED] Keene, NH 03501  
Phone: [REDACTED] [REDACTED]  
E-mail: [REDACTED]

**Education**

MASTER of SCIENCE - CRIMINAL JUSTICE, Fitchburg (MA) State College (May 2004)  
BACHELOR of SCIENCE - EDUCATION, Keene (NH) State College (May 1993)

**PROFESSIONAL EXPERIENCE**

**HealthRIGHT360 (08/2014-03/2016)**

Day Reporting Center

~Served as a Case Manager

~Supported parolees in post release program

**State of New Hampshire (06/2012-04/2013)**

Department of Health & Human Services

Division for Adult & Elderly Services

~Served as a Complaint Investigator

~Resolved allegations of abuse and neglect

**Creating Positive Change Coalition (12/2009-08/2010)**

~ Served as Coordinator of Teen Center: Club Cannon

~ Developed strategies to reduce drug and alcohol abuse

~ Supported youth in making healthy lifestyle changes

~ Provided educational resources to community members

**Wediko Children's Services (06/2006-12/2008)**

~ Served as a Residential Counselor

~ Supported student services and treatment

~ Provided Crisis Intervention

**Franklin Pierce College (09/2005-12/2008)**

~Served as a Part-Time Faculty Member

~ Taught one section of Juvenile Justice

**State of New Hampshire (10/1994-03/2004 & 06/2005-04/2006)**

Department of Health & Human Services

Division for Juvenile Justice Services/Division for Children, Youth & Families

~ Served as a Juvenile Probation & Parole Officer

~ Conducted investigations of youth offenses

~ Completed assessments of youth and families

~ Presented written and oral reports for court hearings

## Judith A. Ferraro

[REDACTED]  
[REDACTED] email: iferraro7@hotmail.com  
[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]

**OBJECTIVE:** To obtain the position of Assistant Counselor for Phoenix House

**EDUCATION:** Master of Education in School Counseling

Keene State College  
Keene, NH

**Bachelor of Arts in Multicultural Studies**

Vermont College of Norwich University  
Brattleboro, VT

**Certification in Psychosynthesis Counseling**

The Synthesis Center  
Amherst, MA

**EXPERIENCE:**

Tutor: Keene High School, Keene, NH.

- Work one-on-one with high school students on the autism spectrum. Guide them in social and emotional behavior, educational organization, academic motivation and the overall achievement of their goals. Support their development of self-esteem, concentration, self-regulation and confidence in their ability to succeed.

Transpersonal Psychotherapist: Self-Employed. Saxtons River, Vt. 1992- 2009

- Counseled adults using a transpersonal framework combining mental, emotional, physical and spiritual aspects of human experience to elicit wholeness and journeys of personal healing. Enabled clients to connect with their essential positive qualities. Awakened an internal experience of self, choice and freedom from unhealthy behaviors and past limits. Nurtured and strengthened qualities such as determination, empathy, confidence, courage, patience and humor to aid clients to overcome feelings of depression, anxiety, and powerlessness. Utilized motivational interviewing, guided imagery and mindfulness meditation to deepen and expand consciousness of client's assets and internal resources aligning awareness to their present unfolding paths and goals.

Mindfulness Educator:

- Certified to teach a research-based mindfulness program to children and adolescents by Inward Bound Mindfulness Education Program (iBme) Boston in 2013. Taught mindfulness practice to small groups of Keene High School students to help foster; relaxation, concentration, understanding, creativity, empathy, happiness and well being.



## Ruth Mozeika-MacBain

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

**Objective:** To expand on my professional experience in serving individuals in the Mental Field and become licensed by the state of N.H.

### Core

**Competencies:** Individual Counseling, Treatment Planning, Clinical Assessment  
Seeking Safety, using the EMR. Developmental Disabilities.

### Work History:

- 1/2015- Current: Farmsteads of New England, Hillsborough, N.H. Mentor of individuals with developmental disabilities and physical disabilities in a holistic environment.
- 7/2014 -11/2014 Child and Family Services, West Lebanon, N.H. Case Manager in the IFBS (Intensive Family Based Services Program). Home Visiting.
- 3/2013-5/2014: Voices Against Violence, Plymouth, N.H. Internship advocating and assisting victims of domestic violence in crisis and court as well as co-teaching an educational support group
- 1/2011-8/2011: Ammonoosuc Community Health, Woodsville, N.H Counseling internship which included entering sessions into the Centricity EMR software. Weekly team meetings, weekly meetings with supervisor and patient navigator.
- 9/2007-2/2008: Attorney General's Office in Montpelier, Vermont. Civil Rights Unit. Performing intake assessments and determining program eligibility.
- 9/2004-5/2008: Home Day Care. North Haverhill N.H. Organized socialization through local school district preschool and provided transportation, meals, play time, swimming and other seasonal activities at home and in the community.

**Education:**

9/2009-3/2014: M.S. Community Mental Health, Southern New Hampshire University

9/2006-3/2008 Paralegal Certificate, Woodbury College

1986-1991: B.A. in Psychology. Minor: Early Childhood Education, Lyndon State College.

**Volunteer:**

Crotched Mt. Adaptive and Recreational Sports (CMARS).

**Board Member**

Back in the Saddle (BITS) Therapeutic Riding Stable, Hopkinton, N.H. (Current)

**Certifications**

Graduate Certificate in Integrated Community Mental Health and Substance Abuse Services for Adults. September, 2011, Southern New Hampshire University.

Counseling on Access to Lethal Means, (C.A.L.M)  
February 22, 2011

PECS Basic Training: Pyramid Educational Consultants (PECS),  
April 29 & 30, 2010. Refresher, January 10 & 11 2013.

State of New Hampshire, Division for Children, Youth, and Families: Foundations for Fostering  
August 20, 2003.

Health Care Coordination and Medication Administration (He-M 1201) –current 2016

**References:**

Deborah DeScenza –CEO, Farmsteads of New England. Phone: 1-603-464-2590.

Curtis Phelps- Program Director, Farmsteads of New England. 1-603-464-2590.

Douglas Speck- Phd, Ammonoosuc Community Health. 1-603-747-3740. (ACHS)  
1-802-222-9001.

Steve Pitonyak –Investigator, Attorney General’s Office. -1-802-522-8521 ©  
1-802-229-4671 (h)

Kristin Harris- Crotched Mt. Adaptive Director- 1-603-831-3565

Jaclyn Poutre- Riverbend Mental Health- 603-831-2666

## Danavette Morrison

[REDACTED]

[REDACTED]

[REDACTED]

Education: S.U.N.Y. Empire State College Brooklyn, NY  
06/14 Associates in Community and Human Services

Certification: New Hampshire Department of Education Concord, NH  
03/15 Paraeducator- II

Experience: Intake Coordinator Supervisor Brooklyn, NY  
03/15-Current Beverly Mack Harry Consulting Services

- Answer phones and route calls
- Receive and process referrals from Agencies and Hospitals
- Verify insurance and secure insurance authorization
- Schedule appointments for the therapist and doctors
- Create and update clients electronic records and chart in Appointmentpro database

8/14-1/15 Office Assistant/ Receptionist Brooklyn, NY  
Phoenix House Foundation

- Greet and sign in Clients and their family
- Answer calls and refer them to the appropriate person
- Complete Daily Client Census Data For all Facilities
- Review and approve Psychosocial and Medical history to determine program eligibility
- Daily update tracking list of all calls and potential clients
- Update Clients information in Electronic Health System

11/10-8/14 Data Entry Clerk Brooklyn, NY  
Phoenix House Foundation

- Input claims for all NY Medical, Detox, Dental, HIV into the internal billing system
- Flagged and reported all the errors to providers
- Reviewed Medical denials for invalid entries as requested by Senior Billing coordinator
- Prepared Managed care exemption forms for potential enrollees and distributes to the facilities
- Maintained filing of all the encounter forms and super bills
- Prepared monthly reports to reconcile and compare productivity of providers

01/10-10/10 Executive Assistant Brooklyn, NY  
Kingsborough Community College Single Stop

- Managed and entered students into the Benefits Enrollment Network (BEN)
- Performed administrative tasks such as filing and answering phone calls
- Conducted general office outreach speaking at large functions, in classrooms and one-to-one with the student body

**Douglas Killian Hohenberger**

~~1111 St. V. St. Keene, NH 03401~~  
~~1111 St. V. St. Keene, NH 03401~~  
~~(603) 352-1111~~

**EDUCATION:**

**Bachelor of Arts in Psychology 2012**  
**Associate of Science in Chemical Dependency 2012**  
Keene State College  
Dean's List; 3.76 GPA

**SAMPLED COURSEWORK:**

- Drug Abuse Prevention
- Addiction: Theory Research and Practice
- Addiction Counseling & Case Management
- Alcohol & Drugs Fundamentals
- Social Psychology
- Cognitive Processes
- Abnormal Psychology
- Brain & Behavior

**RELATED EXPERIENCE:**

<u>Associate Life Coach</u>	2013 -2015
<ul style="list-style-type: none"> <li>• Develop strategic plans in an effort to help clients obtain goals and needs</li> <li>• Help clients develop adequate coping mechanisms and provide emotional and motivational support</li> <li>• Assist clients with recovery related tasks including but not limited to: school work, social reintegration, work, and budgeting.</li> </ul>	Keene, NH
<u>Patient Assistant- Cheshire Medical Center</u>	2012 -2013
<ul style="list-style-type: none"> <li>• Provide 1:1 observation of patients who are at risk of falling, are combative, or who are at risk of self injury or suicide.</li> <li>• Ability to calm or reorient patients in cases of agitation or confusion</li> <li>• Effectively communicate with patients, families and staff including high volume and stressful situations</li> </ul>	Keene, NH
<u>Mentor- Inner Connections: Residential Life Coaching and Aftercare Program</u>	2008 -2012
<ul style="list-style-type: none"> <li>• Constant, daily supervision of clients</li> <li>• Address incidents and aid in the resolution of confrontations</li> <li>• Administration of drug tests</li> <li>• Managing household responsibilities, planning and overseeing activities</li> <li>• Leading therapeutic groups and parent phone calls</li> </ul>	Keene, NH  (InnerConnections.com)

Fundamentals of Structural Thinking- Introductory workshop to Structural Consulting, Robert and Rosalind Fritz

The Living Art – Structural Workshop providing an in depth view of the Creative Process, Robert and Rosalind Fritz

Douglas Killian Hohenberger

[REDACTED]  
[REDACTED]  
[REDACTED]

**ADDITIONAL EXPERIENCE:**

<u>UPS Driver &amp; Preloader</u>	2013-Present Keene, NH
<u>Custodian</u> , Bragdon, Dowd and Kossayda P.C.	2009-Present Keene, NH
<u>Youth Activities Leader</u> , YMCA	2009 Keene, NH
<u>Sales Associate</u> , Circle K Convenience Store	2008-2009 Keene, NH

**REFERENCES:**

Chris Cotton

1 Main St  
Keene NH 03431  
(603)762-7183

*Chris is the CEO of Inner Connections, an aftercare program in Keene, NH. He was my employer for 5 years.*

Jeffrey Saari

(603)-762-4866

*Jeff and I were coworkers at Inner Connections and he is also the owner of a cleaning business where I have been employed for 6 years.*

Natalie Neilson

(603)-903-8638

*Natalie and I worked together for 5 years at Inner Connections.*

**Tammy Hatt**

Social Worker – Clinician

PO Box 170

Keene, NH 03501

603-477-1571

TheHattGroup.com

**Experience:**

2007 – Present

Employed by Community Improvements Associates as a Clinician

- Facilitates groups and handle crises for inmates, probationers, parolees
- Case management/Reviews, d/c planning for assigned individuals
- Participate in weekly clinical meetings, multi-dimensional meetings, individual supervision with MLADC/LCMHC

**Education:**

2008 – **Bachelors of Arts** in Clinical Psychology from Keene State College

2013 – **Masters of Social Work** from the University of New Hampshire

Included 2011-2012 internship under LICSW supervision at a large hospital on an oncology/substance abuse/mental health unit, including intake assessments, d/c planning, individual work, crisis interventions, maintaining electronic medical records

2012-2013 internship under LICSW/LMFT supervision at a psychiatric hospital on a PCP/IOP unit treating individuals with substance abuse/co-occurring disorders, including intake assessments, d/c planning, individual work, crisis interventions, facilitating therapy groups, updating electronic medical records

**Relevant Activities:**

2006 – Present

Volunteer for Monadnock Center for Violence Prevention co-facilitating survivors group, take calls on their hotline, attending monthly volunteer meeting, on-going education

*Continue to work toward obtaining Drug and Alcohol Counselor licensing*

*Preparing/Studying for taking ACSW exam to obtain LCSW*

Susan J. Lee

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

## Education

Associate in Science with a Major in Addiction Counseling. NHTI, Concord's Community College, Concord, NH. Anticipated Graduation: December 2015.

## Coursework

Survey of Addictive Behaviors and Treatment	Fundamentals of Dependency Counseling Skills
Conflict Resolution in Modern Society	Ethics and the Professional Helper
Introduction to Human Services	Physiology and Pharmacology of Addiction
Introduction to Psychology	The Helping Relationship
Crisis Intervention	Group Counseling
Human Biology	Communicating Mindfully
PC Applications	English Composition

## Professional Experience

**Teal-Wood Health Care, Grand Meadow, MN, September 2008 -- August 2010.**

Dietary Cook

**Responsibilities included:** Preparation/serve all means for residents of care and assistant care facility. Maintained highest standards of nutritional quality and cleanliness. Maintained strict preparation and clean-up standards. Careful attention to individual needs. Attentive to critical importance of food safety. Very organized. Enjoy quality customer service and satisfaction.

**Fashion Bug, Rochester, MN. October 2004 – March 2008.**

Assistant Store Manger

**Responsibilities included:** Customer service and satisfaction. Money management, including full bank transactions, till allocation for AM/PM shifts, deposits/reports. Daily store planning and set up. Goal setting (daily, weekly, monthly, and quarterly). Team leader responsible for overseeing employees daily goals. Trained to teach and support all employees on as needed basis. **Other duties:** inventory, scheduling, payroll, inventories, shipments, loss prevention, opening and closing stores. Trained to use abilities of Store Manager. Traveled to other districts to sustain Manager position for short and extended periods of time.

**Owner: Susie's Sweet Celebrations, Inc. Grand Meadow, MN June 1998 – January 2005**

References Enclosed



## KATHLEEN MOTA

~~690 E. Road, Marlborough, NH 02845 | 603-765-1500 | kmota@unh.edu~~

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### **Professional Profile**

Currently enrolled in Bachelor of Arts in Psychology, focusing study on addictions. Main goal is to achieve CRSW certification as soon as possible. Seeking full time position in mental health and addictions field. Has been effected by friends and family's past substance abuse issues, which has resulted in a strong drive to not only make a difference, but to raise awareness as well. Works hard, and puts heart into all that needs to be done. Is compassionate and a highly motivated worker.

### **Technical abilities**

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70 WPM | Microsoft Word, PowerPoint and Excel | Icontact (email marketing source) and Eventbrite | Tier

### **Professional Experience**

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Phoenix House

Dublin, New Hampshire

**Counselor Assistant**

2017- Present

- Provide support to clients by means of attending groups, listening, while having open communication with administration and counselors on staff.
- Note activities during shift as well as any issues between clients in end of shift notes every night via Outlook email.
- Use Welligent to manage any groups, access client information, or to discharge clients
- Observe self-administration of any medication taken by the clients, while recording when or how much was taken.
- Recovery Coach Certified
- CPI certified

Westbridge Community Services

Manchester, New Hampshire

**Mentor**

2016-2017

- Provide support to participants by re-introducing them into the community after completing inpatient treatment.
- Offered such support by attending AA meetings, assisting with budgets for grocery shopping, etc.
- Assisted participants with ADL's each night.
- Observed and noted behaviors (such as potential relapse, self-dialogue, paranoia, etc.) in a nightly note to supervisors. This was done via Outlook email and Tier.
- Viewed as a role model by the participants.
- CPR trained.

Paint pARTy NH

Windham, New Hampshire

**Art Instructor**

2014-2017

- Provided additional organization and marketing skills which increased client attendance by at least 35%.
- Brought in higher number of clients by being 100% responsible for the marketing, coordination, and running each event that was given.
- Assisted in growing the team through holding interviews, reviewing resumes, and discussing job responsibilities with potential candidates.
- Coordinated, prepared, and created three classes for clients to attend during the school year.
- Worked with multiple programs to further organize and promote the business. Such as Excel, Eventbrite, iContact.
- Would spend up to an additional 10 hours a week of personal time at home to further assist in marketing and research.

Soule School Elementary

Salem, New Hampshire

**Paraprofessional**

2008-2011

- Worked one on one with students with behavioral issues. Learning each individual student's psychological and physical needs.
- Built a strong rapport with each student, and any family members. This helped create a safe, secure environment for all parties involved.
- Helped create and implement some detailed behavior plans and offer guidance towards what plan would be successful with each child.

- Was CPI restraint trained.
- Created daily documentation of each student showing triggers, behaviors that were positive or negative.
- Followed and helped implement a student's IEP.
- Kept a detailed communication log with each student's parents at the end of each day discussing the students day.

Salem Haven Nursing Home

Salem, New Hampshire

**Receptionist**

2007-2008

- Answered a multi-line telephone, and assisted any customers with information that was needed.
- Organized mail for each department, including any residents.
- Created and organized any welcome packets for future families.
- Welcomed each person entering the building and guided toward their location.
- Monitored, and spent time with residents who were in the lobby.
- Worked with Microsoft Excel and Word to organize the Nursing Homes daily shipment information.

## **Education**

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Southern New Hampshire University Manchester, NH

**Bachelor of Arts in Psychology with a concentration in addictions**

November 2017

- Member of the National Society of Collegiate Scholars
- Member of the National Society of Leadership and Success

**Leonard F. Diegoli**

**OBJECTIVE:** To obtain a position that allows me to utilize my extensive communications skills in an environment that involves a high level of personal interaction and allows the ability to solve problems at the conceptual level as well as the detailed daily operational level of the business.

**PROFESSIONAL EXPERIENCE:**

**Nickels Professional Investigations, Manchester, NH**

2004 – Present

Contact: Thomas Nickels (603) 623-6664 (603) 315-2973

1997 - 2000

- Using skilled communications, investigated, interviewed potential witnesses, and provided surveillance in civil, criminal, and domestic cases.
- Responsible for providing detailed, comprehensive reports and summaries on research activities.
- Possess the ability to work in a variety of social environments and management styles.

**Professional Legal Inquiries, Winchester, NH**

2000- 2004

Contact: Robert Carbone, Esq. (603) 239-7557

- Conducted Field Investigations in civil and Workers Compensation cases.
- Provided depositions and testimony as needed.
- Responsible for working with Special Investigation Unit (SIU) Adjusters and Attorneys representing our clients.
- Provided detailed reports and summaries of findings in criminal background checks and public records research.

**Rodney C. Woodman Inc. Florist, Milford, NH**

1990-1997

Contact: Mr. B. Deasey / Len Harten (603) 673-3545

- Responsible for care of plants, customer service, delivery and daily operational activities.
- Provided greenhouse restoration and maintenance to maintain high level of customer service.

**Brown Construction Company, Hancock, NH**

1990 (9 months)

Contact: Tony Brown (retired)

- Responsible for and provided carpentry skills on a variety of projects.

**Property Caretaker, North Conway Region / Collegetown, PA / Needham, MA**

1976-1990

Self Employed

- Responsible for the care taking of numerous private properties and condo associations.
- Provided repair, maintenance services and supervision of contractors.

**Lexington Gardens, Lexington, MA**

1973 – 1976

- Horticultural Technician / Crew Foreman responsible for a team of 8 people.
- Designed and implemented an effective spray program for insect and disease control.

**EDUCATION:**

Graduate, Shaw Preparatory High School, Boston MA

Licenses: NH Private Investigator

## Claire Kunzler

[REDACTED]  
[REDACTED]

### Objective

To utilize my experiences in order to obtain a position with Phoenix House that will assist in the recovery process of the adolescent program participants.

### Experience

#### Community Action Program

1/15 – 5/15

Volunteered and fostered a passion and commitment to help people in need. Worked to help individuals overcome obstacles and fulfill their goals.

#### Kunzler & Company Inc.

8/14 – 5/15

Coordinated in office sales with over 100 customers over the phone and through email, entering large orders, managing inventory and supporting outside sales.

#### Keene Yoga Center

5/15 – present

Responsible for handling front desk duties which include greeting and checking clients into classes, handling the cash drawer and maintaining the overall appearance of the studio.

### Education

#### Millersville University

2009 - 2012

Pursued a degree in Communications and Meteorology and anticipate completing my degree in Human Services in the future.

### Skills

- Accurately process customers orders over the phone, in person and through email
- Managing inventory
- Proactive in keeping a clean, organized work environment
- Meeting financial objectives
- Proficient in communication and resolving issues

**Bradley P. Sharpe**

~~DD BRADLEY P. SHARPE 11/03/2015 01:00:00~~

**Objective:** To seek out new job skills and opportunities and broaden my horizons.

**Experience:** Nutritional Services Aid

Kindred Healthcare Brewer- From Oct 2012 to Jan 2014

74 Parkway South Brewer, ME 04412 Phone: 207-991-9300

(please ask for Paul Teetsel or Scott Young)

Greenbriar Terrace Healthcare - From: August 2007 to Sep 2012

55 Harris Road Nashua, NH 03062-2145. Phone: 603.888.1573

- Assisting in the preparation and serving of meals
- The sanitizing of all items used in meal prep
- Customer service for residents and guests
- General upkeep of kitchen appliances

**General Grocery**

Hannaford Foods - From: July 2006 to August 2007

175 Coliseum Ave, Nashua, NH 03060, Phone: 603.889.3700

- Stock and maintain Shelves and coolers in the store
- Customer service and guidance
- Unloading trucks in the evening

**Petroleum Transfer Technician**

Mutual Fuels/Auto Repair - From: May 2005 to July 2006

Out of business

- Pumping gas
- Attending to customer needs
- Minor auto repair
- Minor network maintenance

**Education:** Hesser College Nashua NH campus - Criminal Justice 2011  
Milford High School - Graduated 2006

**References:** Jeff and Patti Ryan - Acquaintances  
1 Mayflower Drive, Milford NH 03055, Phone 603.267.2320

Jeff Boucher - Long time friend / Network Engineer  
16 Ponemah Hill Rd, Milford NH 03055, Phone 603.459.5035

Marc Ryan - Long time friend / Tuxedo Shop Manager

# Megan Kelly

~~Concord, NH~~

~~11-11-2009~~

## WORK EXPERIENCE

### Life Skill Facilitator

Robin Hill Farm - Deering, NH - 2013 to Present

Life Skills Facilitator

- > Worked with traumatic brain injured residents while at their residence or in the community
- > Kept logs, assisted with medication and personal care
- > Cleaned and maintained the house

### Book Processor/ Quality Auditor

Yankee Book Pedlers - Contoocook, NH - 2008 to 2012

Checked book quality and add processing

- > Checked that books were processed correctly and no damages occurred during processing
- > Applied charges and sent invoices to customers

Family Dollar Hillsborough, NH

### Cashier

Yankee Book Pedlers - March 2008 to November 2008

Rang out customers and bagged purchases

- > Stocked shelves and collected damaged goods
- > Did nightly counts and bank runs

## EDUCATION

### High School Diploma

Franklin High School - Franklin, NH

### Certificate in Science and Technology

Laconia Technical Institute

## ADDITIONAL INFORMATION

Skills:

- > Knowledge of Office Machines
- > Knowledge of Microsoft Programs
- > Knowledge of Record Keeping

# Jennifer Streicher

03461

## Highlights

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- ^ Microsoft Office
- ^ Proficient in various medical record software programs
- ^ Strong interpersonal skills
- ^ Customer service-oriented
- ^ Administrative support specialist
- ^ Strong organizational skills

## Education

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- ^ American Red Cross LNA program- Keene NH
- ^ Medical Assistant courses at Salter College- West Boylston, MA
- ^ GED- Keene Continuing Education- Keene NH

## Experience

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### Medical Receptionist- Greenhouse Naturopathic Medicine, Amherst NH 2013-2014

- ^ Scheduled and confirmed new patient appointments as well as follow up appointments using Practice Fusion EMR
- ^ Managed incoming and out going calls and providing medical staff with clear and detailed clinical messages.
- ^ Checked patients in and out updated personal or insurance information, and taking co-pays
- ^ Prepared prescription renewal requests on behalf of the physicians
- ^ Ordered additional treatment and testing on behalf of the physicians.
- ^ Cooperated with private insurance companies to ensure patient coverage, including medication prior authorizations.
- ^ Accurately entered diagnoses and procedure codes, as well as posted additional charges, payments and adjustments into Nue Med Billing Software

### PCA/Care Assistant- Private Duty 20011-2013

- ^ Provided assistance to a young individual with behavioral, psychological, and global delays
- ^ Assisted with keeping client medication compliant
- ^ Assisted the client's safety
- ^ Monitored and recorded client's daily activities and behaviors.
- ^ Assisted with transporting client to and from appointments
- ^ other tasks as assigned

### Medical Administrative Assistant- You Inc, Baldwinville MA 2009-2012

- ^ Managed medical supply inventory, insurance records, patients charts, and company files.
- ^ Scheduled, confirmed and transported clients to their medical appointments.
- ^ Made copies, sent faxes, and handled incoming and out going correspondence.
- ^ Worked with clinical staff and pharmacy to obtain clients prescriptions.
- ^ Performed routine vision and hearing tests as well as vitals.

### LNA- Winchendon Health Center, Winchendon MA 2008-2009

- ^ Directed patient flow during practice hours, minimizing patient wait time.
- ^ Performed routine tests such as urine dips, vitals, and vision and hearing screenings. Also performed EKG as needed. Then recorded results into patients chart.
- ^ Reviewed patients information including reason for visit, current medications and other concerns of patient.
- ^ Provided staff with necessary supplies and assistance for special medical exams.
- ^ Strictly followed all rules and regulations set forth by HIPPA and other state and local agencies.
- ^ Used Meditech to schedule follow up appointments and to look up results of previous medical tests.



## MELISSA A. BALL

~~Mailing address: 29 Glenhurst St Jaffrey, NH 08160~~

~~(603) 660-6389~~

~~Melissa.A.Ball@phoenixhouse.com~~

### Education:

#### **Engineering, B.S.**

- Keene State College May 2020

#### **German, B.A.**

- Keene State College May 2020

### Experience:

#### **Monadnock Developmental Services, Keene NH**

July 2016-Present

- Help two young boys get out of the house and be a part of the community

#### **Bridges, inc, Jamestown RI**

November 2015-April 2016

- Helped 5 individuals with disabilities/autism live their everyday lives
- Distributed their medicine
- Helped them maintain their hygiene
- Cared for their overall well-being

#### **Atlas Pyrovision, Amherst NH**

June 2015-Present

- Assistant Manager
- Cashier/ sales associate (fireworks)
- Managed the placement of product/ assisted with deliveries

#### **Subway Restaurant, Jaffrey NH**

January 2014- March 2015

- Was responsible to open/close the store
- Managed shipments/deliveries

#### **Dunkin Donuts, Jaffrey NH**

March 2011-January 2014

- Shift manager
- Closed the store

#### **Dog Breeder Assistant, Rindge NH**

December 2010- February 2011

- Cared for and raised young dogs until placed with families
- Distributed necessary medicine

### Awards/Achievements:

#### **National Honors Society**

2013-Present

- Secretary/Treasurer

#### **HOBY Seminar ambassador**

June 2012

- Participated in a 3 day program to develop leadership skills

### Activities:

#### **Society of Women Engineers**

2015-Present

#### **Big Brother Big Sister Mentor**

2012- 2015

- Helped to guide a young women through her middle school and high school years

### Skills:

- CPR certified/First Aid Certified 2013- Present
- Can speak conversational Spanish/German 2013- Present
- Microsoft Office 2012-Present
- Customer/ cashier service 2011-Present
- Attended Boston Bartending School (servesafe) 2016

### References: Will give upon request.

## Christopher S. Kinsman

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

### Summary

Highly motivated, Licensed Nursing Assistant with a combined thirteen years of experience working in a health care facility. Well-developed communication and listening skills, with a strong passion for providing quality care and creating a positive environment for patients.

### Licenses and Certifications

American Red Cross- Licensed Nursing Assistant	2003
APEX Certified Personal Trainer	2001

### Skill Highlights

- CPR certified
- Patient care and safety
- Seven years of experience on a lock-down Psychiatric unit as a Psych Tech
- Demonstrate the natural ability to empathize and sympathize with patients struggling with addiction, depression and a vast variety of mental disorders
- Commended for exceptional commitment to the satisfaction of patients and quality care

### Experience

Cheshire Medical Center/Dartmouth-Hitchcock Keene- Keene, NH Nursing Assistant	March 2007- July 2016
-----------------------------------------------------------------------------------	-----------------------

- Worked on the Mental Health Unit as a Psych Tech
- Experience working as an LNA on the Farnum Unit, ICU and ER
- Ability to adapt and respond accordingly to high-stress situations

Harborside Healthcare- Winchester, NH Nursing Assistant	July 2006- March 2007
------------------------------------------------------------	-----------------------

- Performed duties under the direction of nursing and medical staff
- Answered signal lights, bells and intercom system to determine patients' needs
- Assist with personal care and hygiene
- Transport patients, using wheelchair and wheeled carts
- Turned and repositioned bedfast patients
- Recorded temperatures, blood pressure, pulse and respiration rates
- Recorded food and fluid intake and output, as directed
- Served and collected food trays, and assisted patients with feeding and drinking

Crotched Mountain Rehabilitation Center- Greenfield, NH  
Licensed Nursing Assistant

2003-2006

- Through the supervision of the physical therapist, a had the opportunity to work with clients recovering from traumatic brain injury
- Attended physical therapy sessions
- Followed physical therapy, speech therapy, and occupational therapy programs
- Working knowledge of strength training equipment
- Transported patients, and assisted with walking

Gold's Gym- Keene, NH  
Certified Personal Trainer

2000-2003

- Membership Director
- Head trainer
- Responsible for hiring and training new employees
- Instructed new members in the proper use of equipment

## KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Vendor Name: Phoenix Houses of New England

Name of Program/Service: Dublin Center/Keene Center

<b>BUDGET PERIOD:</b>			
<b>Name &amp; Title Key Administrative Personnel</b>	<b>Annual Salary of Key Administrative Personnel</b>	<b>Percentage of Salary Paid by Contract</b>	<b>Total Salary Amount Paid by Contract</b>
Daniel McCormick Senior Vice President/Executive Director	\$325,000	0.00%	\$0.00
Richard Turner Senior Program Director	\$97,900	0.00%	\$0.00
Amelie Gooding MLADC/LCMHC Program Director Keene Center	\$86,700	1.00%	\$867.00
Peter DalPra LADC/LCS Program Director Dublin Center	\$68,200	33.00%	\$22,506.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)</b>			<b>\$23,373.00</b>

Key Administrative Personnel are top-level agency leadership (Executive Director, CEO, CFO, etc.). These personnel MUST be listed, **even if no salary is paid from the contract.** Provide their name, title, annual salary and percentage of annual salary paid from the agreement.



25 mac

**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**DIVISION OF BEHAVIORAL HEALTH**

Jeffrey A. Meyers  
 Commissioner

Katja S. Fox  
 Director

129 PLEASANT STREET, CONCORD, NH 03301  
 603-271-9422 1-800-852-3345 Ext. 9422  
 Fax: 603-271-8431 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

June 16, 2016

4/29/16 # 25

Her Excellency, Governor Margaret Wood Hassan  
 and the Honorable Council  
 State House  
 Concord, New Hampshire 03301

**REQUESTED ACTION**

1. Authorize the Department of Health and Human Services, Bureau of Drug and Alcohol Services, to enter into amendments to existing Agreements with the Vendors listed below, except for Tri-County Community Action Program, Inc., to increase the service rates. The service rates' increase will raise compensation for direct services staff and modify supervision requirements, effective upon the date of Governor and Executive Council approval.
2. Authorize the Department of Health and Human Services, Bureau of Drug and Alcohol Services, to enter into an Amendment with South Eastern New Hampshire Alcohol and Drug Abuse Services, 272 County Farm Road, Dover, NH, 03820, to expand the types of substance use disorder treatment services being offered to clients by adding partial hospitalization services, transitional living services, and withdrawal management services, effective upon the date of Governor and Executive Council approval.

There are no changes to the Agreements' combined price limitation of \$12, 032,600 and no changes to the completion dates of June 30, 2017. The original contracts were approved by Governor and Executive Council on March 23, 2016 (Item #6), except for contract with Goodwin Community Health which was approved on June 1, 2016 (Item #12). An amendment for Tri-County Community Action was approved by Governor and Executive Council on June 15, 2016 (Late Item #A1). The sources of funds for these actions are as follows: 64.5% Federal, 21.5% General, and 14% Other Funds.

Summary of Contract Vendors by Amounts:

Vendor	Current Budgeted Amount	Increase /Decrease Amount	Revised Budget Amount
Concord Hospital, Inc. Concord	\$72,700	\$0	\$72,700
Families First of the Greater Seacoast, Portsmouth	\$35,900	\$0	\$35,900
Families in Transition, Manchester	\$357,600	\$0	\$357,600
Goodwin Community Health	\$489,500	\$0	\$489,500
Grafton County Department of Corrections, North Haverhill	\$95,300	\$0	\$95,300
Greater Nashua Council on Alcoholism, Inc., Nashua	\$3,734,500	\$0	\$3,734,500
HALO Educational Systems, Canaan	\$678,400	\$0	\$678,400
Headrest, Inc., Lebanon	\$453,700	\$0	\$453,700
Horizons Counseling Center, Inc., Gilford	\$239,900	\$0	\$239,900
Manchester Alcoholism Rehabilitation Center, Manchester	\$643,300	\$0	\$643,300
National Council on Alcoholism and Drug Dependency/Greater Manchester, Manchester	\$1,715,000	\$0	\$1,715,000
Phoenix Houses of New England, Providence Rhode	\$1,497,600	\$0	\$1,497,600

<b>Vendor</b>	<b>Current Budgeted Amount</b>	<b>Increase /Decrease Amount</b>	<b>Revised Budget Amount</b>
Island			
South Eastern New Hampshire Alcohol and Drug Abuse Services, Dover	\$1,455,800	\$0	\$1,455,800
Tri-County Community Action Program, Inc. Berlin	\$460,000	\$0	\$460,400
The Youth Council, Nashua	\$103,000	\$0	\$103,000
<b>Total</b>	<b>\$12,032,600</b>	<b>\$0</b>	<b>\$12,032,600</b>

Funds to support this request are available in State Fiscal Years 2016 and 2017 in the following accounts, with the authority to adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, without approval of the Governor and Executive Council.

**Please see attached financial details.**

**EXPLANATION**

The attached amendments represent the final fourteen (14) of a total of fifteen (15) amendments with a total combined price limitation of \$12,032,600. On June 15, 2016 (Late Item #A1), Governor and Executive Council approved an amendment with Tri-County Community Action Program, Inc. to allow the Contractor to be reimbursed for services at increased rates, to modify the personnel supervision, and to provide planning activities for new construction or renovations for residential substance use disorder treatment services.

The current substance use disorders treatment workforce in New Hampshire is inadequate to meet the needs of individuals, families and communities across the state. Many factors contribute to this workforce shortage; two factors are low compensation and an insufficient pool of qualified supervisors.

Approval of these fourteen (14) Amendments will allow the Contractors to be reimbursed for services at increased rates and modify the personnel supervision requirements. The higher rates will increase the compensation for direct service staff providing substance use disorder treatment and recovery support services to clients. In addition, these Amendments allow the Contractor's qualified supervisors to provide clinical supervision to a larger number of clinicians to better leverage the available pool of qualified supervisors.

Approval of South Eastern New Hampshire Services' Amendment will allow the Contractor to expand the array of substance use disorder treatment services available in the greater Dover area. The Contractor will add partial hospitalization services, transitional living services, and withdrawal management to their scope of services. Historically, this array has been somewhat limited; however, changes within the organization have led to a request to expand the available service array to include services that are critically needed in the area.

The Department is not seeking an increase to the price limitations to these Agreements because the Contractors have been billing other public and private insurance sources as more and more New Hampshire citizens have health insurance that covers these services. The Contractors' seek reimbursement from the Department for only those services that are not covered by any public or private insurance. Not increasing the price limitation allows the Department to utilize available funding for other types of services such as substance misuse prevention, early intervention and recovery support services. The Department will monitor the utilization and spending of the Contractors. If needed, the Department will submit future amendments to increase the Agreements' price limitations to ensure services are available to citizens of New Hampshire.

These amendments are part of the Department's overall strategy to respond to the opioid epidemic that continues to negatively impact New Hampshire's individuals, families, and communities as well as to respond to other types of substance use disorders. In 2014 there were 326 drug overdose

deaths in New Hampshire, in 2015 there were 431. This number is expected to increase as cases are still pending analysis.

These contractors were selected through a competitive bid process.

The Department will monitor the performance of the Vendors by reviewing monthly reports such as the number of clients admitted to and discharged from the substance use disorder treatment programs and post-discharge follow up, quarterly usage of the number of clients and services being provided by the Contractors, completing site visits, and reviewing client records. In addition, the Department is piloting a Quality Monitoring and Improvement Plan to manage the performance of these contracts.

The Contract for Greater Nashua Council on Alcoholism, Inc. includes language in Exhibit B, Paragraph 8.4 that allows the Department to amend the contract by adjusting amounts between budget line items for statewide Crisis Services, within the price limitation, upon written agreement of both parties without Governor and Executive Council approval, if needed and justified.

The attached Contracts include language that reserves the right to renew each contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of contracted services and Governor and Executive Council approval.

Should the Governor and Executive Council determine to not authorize this Request; the additional critical components in the Department's workforce development to provide substance use disorder services would not be addressed, which could result in exacerbating workforce attrition and shortages.

Area served: Statewide.

Source of Funds: 64.50% Federal Funds from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, CFDA #93.959, Federal Award Identification Number TI010035-15, and 21.5% General Funds, and 14% Other Funds from the Governor's Commission on Alcohol and Other Drug Abuse Prevention, Intervention and Treatment.

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Katja S. Fox  
Director

Approved by:



Jeffery A. Meyers  
Commissioner

Attachment A  
Financial Details

05-95-49-491510-2989 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF COMM  
BASED CARE SVC, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS

Concord Hospital, Inc (Vendor #177653 B014)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$1,745	\$0	\$1,745
2017	102-500734	Contracts for Prog Svc	\$8,724	\$0	\$8,724
<b>Sub-total</b>			\$10,469	\$0	\$10,469

Families First of the Greater Seacoast (Vendor #166629 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$382	\$0	\$382
2017	102-500734	Contracts for Prog Svc	\$2,003	\$0	\$2,003
<b>Sub-total</b>			\$2,385	\$0	\$2,385

Goodwin Community Health (Vendor #156668 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$11,748	\$0	\$11,748
2017	102-500734	Contracts for Prog Svc	\$61,677	\$0	\$61,677
<b>Sub-total</b>			\$73,425	\$0	\$73,425

County of Grafton (Vendor #177397 B003)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$2,287	\$0	\$2,287
2017	102-500734	Contracts for Prog Svc	\$12,008	\$0	\$12,008
<b>Sub-total</b>			\$14,295	\$0	\$14,295



Attachment A  
Financial Details

Greater Nashua Council on Alcoholism (Vendor #166574 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$89,628	\$0	\$89,628
2017	102-500734	Contracts for Prog Svc	\$470,547	\$0	\$470,547
<b>Sub-total</b>			<b>\$560,175</b>	<b>\$0</b>	<b>\$560,175</b>

HALO Ed Systems (Vendor #230732 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$16,282	\$0	\$16,282
2017	102-500734	Contracts for Prog Svc	\$85,478	\$0	\$85,478
<b>Sub-total</b>			<b>\$101,760</b>	<b>\$0</b>	<b>\$101,760</b>

Headrest, Inc (Vendor #175226 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$10,889	\$0	\$10,889
2017	102-500734	Contracts for Prog Svc	\$57,166	\$0	\$57,166
<b>Sub-total</b>			<b>\$68,055</b>	<b>\$0</b>	<b>\$68,055</b>

Horizons Counseling Center, Inc (Vendor #156808 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$5,758	\$0	\$5,758
2017	102-500734	Contracts for Prog Svc	\$30,227	\$0	\$30,227
<b>Sub-total</b>			<b>\$35,985</b>	<b>\$0</b>	<b>\$35,985</b>

Attachment A  
Financial Details

Manchester Alcoholism Rehabilitation Center (Vendor #177204 B005)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$15,439	\$0	\$15,439
2017	102-500734	Contracts for Prog Svc	\$81,056	\$0	\$81,056
<b>Sub-total</b>			\$96,495	\$0	\$96,495

National Council on Alcoholism and Drug Abuse Services (Vendor #177265 R001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$34,296	\$0	\$34,296
2017	102-500734	Contracts for Prog Svc	\$180,054	\$0	\$180,054
<b>Sub-total</b>			\$214,350	\$0	\$214,350

Phoenix Houses of New England, Inc. (Vendor #177589 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$35,942	\$0	\$35,942
2017	102-500734	Contracts for Prog Svc	\$188,698	\$0	\$188,698
<b>Sub-total</b>			\$224,640	\$0	\$224,640

Southeastern New Hampshire Alcohol and Drug Abuse Services (Vendor #155292 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$34,939	\$0	\$34,939
2017	102-500734	Contracts for Prog Svc	\$183,431	\$0	\$183,431
<b>Sub-total</b>			\$218,370	\$0	\$218,370

Attachment A  
Financial Details

Tri-County Community Action Programs, Inc (Vendor #177195 B009)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$8,842	\$0	\$8,842
2017	102-500734	Contracts for Prog Svc	\$46,418	\$0	\$46,418
<b>Sub-total</b>			\$55,260	\$0	\$55,260

The Youth Council (Vendor #154886 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$2,215	\$0	\$2,215
2017	102-500734	Contracts for Prog Svc	\$11,630	\$0	\$11,630
<b>Sub-total</b>			\$13,845	\$0	\$13,845
<b>Total Gov. Comm</b>			<b>\$1,689,509</b>	<b>\$0</b>	<b>\$1,689,509</b>

**05-95-49-491510-2990 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES**

Concord Hospital, Inc (Vendor #177653 B014)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$12,795	\$0	\$12,795
2017	102-500734	Contracts for Prog Svc	\$49,436	\$0	\$49,436
<b>Sub-total</b>			\$62,231	\$0	\$62,231

Families First of the Greater Seacoast (Vendor #166629 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$2,798	\$0	\$2,798
2017	102-500734	Contracts for Prog Svc	\$30,717	\$0	\$30,717
<b>Sub-total</b>			\$33,515	\$0	\$33,515

Attachment A  
Financial Details

Families in Transition (Vendor #157730 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$71,520	\$0	\$71,520
2017	102-500734	Contracts for Prog Svc	\$286,080	\$0	\$286,080
<b>Sub-total</b>			<b>\$357,600</b>	<b>\$0</b>	<b>\$357,600</b>

Goodwin Community Health (Vendor #156668 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$86,152	\$0	\$86,152
2017	102-500734	Contracts for Prog Svc	\$329,923	\$0	\$329,923
<b>Sub-total</b>			<b>\$416,075</b>	<b>\$0</b>	<b>\$416,075</b>

County of Grafton (Vendor #177397 B003)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$16,773	\$0	\$16,773
2017	102-500734	Contracts for Prog Svc	\$64,232	\$0	\$64,232
<b>Sub-total</b>			<b>\$81,005</b>	<b>\$0</b>	<b>\$81,005</b>

Greater Nashua Council on Alcoholism (Vendor #166574 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$667,112	\$0	\$667,112
2017	102-500734	Contracts for Prog Svc	\$2,507,213	\$0	\$2,507,213
<b>Sub-total</b>			<b>\$3,174,325</b>	<b>\$0</b>	<b>\$3,174,325</b>

Attachment A  
Financial Details

HALO Ed Systems (Vendor #230732 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$119,398	\$0	\$119,398
2017	102-500734	Contracts for Prog Svc	\$457,242	\$0	\$457,242
<b>Sub-total</b>			<b>\$576,640</b>	<b>\$0</b>	<b>\$576,640</b>

Headrest, Inc (Vendor #175226 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$79,851	\$0	\$79,851
2017	102-500734	Contracts for Prog Svc	\$305,794	\$0	\$305,794
<b>Sub-total</b>			<b>\$385,645</b>	<b>\$0</b>	<b>\$385,645</b>

Horizons Counseling Center, Inc (Vendor #156808 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$42,222	\$0	\$42,222
2017	102-500734	Contracts for Prog Svc	\$161,693	\$0	\$161,693
<b>Sub-total</b>			<b>\$203,915</b>	<b>\$0</b>	<b>\$203,915</b>

Attachment A  
Financial Details

Manchester Alcoholism Rehabilitation Center (Vendor #177204 B005)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$113,221	\$0	\$113,221
2017	102-500734	Contracts for Prog Svc	\$433,584	\$0	\$433,584
<b>Sub-total</b>			<b>\$546,805</b>	<b>\$0</b>	<b>\$546,805</b>

National Council on Alcoholism and Drug Abuse Services (Vendor #177265 R001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$537,504	\$0	\$537,504
2017	102-500734	Contracts for Prog Svc	\$963,146	\$0	\$963,146
<b>Sub-total</b>			<b>\$1,500,650</b>	<b>\$0</b>	<b>\$1,500,650</b>

Phoenix Houses of New England, Inc (Vendor #177589 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$263,578	\$0	\$263,578
2017	102-500734	Contracts for Prog Svc	\$1,009,382	\$0	\$1,009,382
<b>Sub-total</b>			<b>\$1,272,960</b>	<b>\$0</b>	<b>\$1,272,960</b>

Attachment A  
Financial Details

Southeastern New Hampshire Alcohol and Drug Abuse Services (Vendor #155292 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$256,221	\$0	\$256,221
2017	102-500734	Contracts for Prog Svc	\$981,209	\$0	\$981,209
<b>Sub-total</b>			<b>\$1,237,430</b>	<b>\$0</b>	<b>\$1,237,430</b>

Tri-County Community Action Programs, Inc (Vendor #177195 B009)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$156,838	\$0	\$156,838
2017	102-500734	Contracts for Prog Svc	\$248,302	\$0	\$248,302
<b>Sub-total</b>			<b>\$405,140</b>	<b>\$0</b>	<b>\$405,140</b>

The Youth Council (Vendor #154886 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$16,245	\$0	\$16,245
2017	102-500734	Contracts for Prog Svc	\$72,910	\$0	\$72,910
<b>Sub-total</b>			<b>\$89,155</b>	<b>\$0</b>	<b>\$89,155</b>
<b>Total Clinical Svcs</b>			<b>\$10,343,091</b>	<b>\$0</b>	<b>\$10,343,091</b>
<b>Grand Total</b>			<b>\$12,032,600</b>	<b>\$0</b>	<b>\$12,032,600</b>



**State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to the Substance Use Disorder Treatment and Recovery Support Services  
Contract**

This first Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment 1") dated May 25, 2016, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Phoenix Houses of New England (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 99 Wayland Avenuen, Suite 100, Providence, RI 02906.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on March 23, 2016 (Item #6) (hereinafter referred to as "Contract"), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified;

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract;

WHEREAS, pursuant to the Agreement (section 18 of the General Provisions of the Form P-37), the Agreement may be amended only by written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the State and the Contractor agree to increase the service rates, within the price limitation; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties agree as follows:

1. Except as specifically amended and modified by the terms and conditions in this Amendment #1, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.
2. Replace Exhibit A Scope of Services, Section 18.1 through 18.1.3.3 as follows:
  - 18.1. The Contractor shall meet the minimum staffing requirements as follows:
    - 18.1.1. Provide at least one:
      - 18.1.1.1. Masters Licensed Alcohol and Drug Counselor (MLADC); and/or
      - 18.1.1.2. Licensed Alcohol and Drug Counselor (LADC) who also holds the Licensed Clinical Supervisor (LCS) credential;
    - 18.1.2. Agrees that all unlicensed staff providing treatment, education and/or recovery support services shall be under the direct supervision of:
      - 18.1.2.1. An MLADC; or
      - 18.1.2.2. A LADC with the LCS (Licensed Clinical Supervisor) credential; and





New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services

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- 18.1.2.3. Agrees that MLADC, or LADC with the LCS, shall supervise a maximum of eight unlicensed staff unless the Department has approved an alternative supervision plan submitted by the Contractor.
  - 18.1.3. Agrees that at least one Certified Recovery Support Worker (CRSW) for every 50 clients or portion thereof.
3. Add to Exhibit A Scope of Services, Section 18.11 as follows
- 18.11. The Contractor agrees to the following:
    - 18.11.1. The new rates in Exhibit B-1 Amendment #1.
    - 18.11.2. The rate increase to the new rates to the fee for services is to support increase in staff wages to recruit and retain staff who provide direct substance use disorder treatment and recovery support services to clients in this Agreement;
    - 18.11.3. To utilize the amount of increase to increase the wages for direct services staff compensation including base compensation for any open positions;
    - 18.11.4. Notwithstanding Section 18.11.2, agrees to demonstrate to the Department, in the event the Contractor has business policies or other reasons that would prevent the Contractor for using all the increase for wage increases, that at least ten (10%) of the increase was used for wage increases to staff salaries and to provide to the Department the explanation that prevented the Contractor from using the full amount of the increase to increase wages;
      - 18.11.4.1. Agrees to submit a plan for Department approval to use the amount of increase not used for wage increases in Section 18.11.3. portion of the increases for other than wage increases in the event of Section 18.11.3;
    - 18.11.5. That direct services staff is defined as any individual employed by the Contractor for whom at least fifty (50) percent of the hours the individual works for the Contractor are spent delivering clinical and/or recovery support services directly to client of the provider.
4. Add to Exhibit B Method and Conditions Precedent to Payment, Section 5.6 as follows:
- 5.6 To the extent possible, the Contractor shall bill for services provided under this contract through WITS. For any services that are unable to be billed through WITS, the vendor shall work with the Department to develop an alternative process for submitting invoices.
5. Delete Exhibit B-1 Service and Fee Table, and replace with Exhibit B-1 Amendment #1 Service and Fee Table.

*JKM*  
6/5/16



New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

6/10/16  
Date

[Signature]  
Katja S. Fox  
Director

Phoenix Houses of New England

6/3/16  
Date

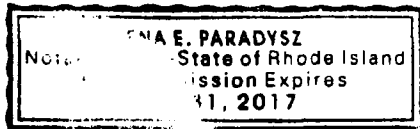
[Signature]  
NAME PATRICK B. McENEANEY  
TITLE JR. VP, EXECUTIVE DIRECTOR

Acknowledgement:

State of RHODE ISLAND, County of PROVIDENCE on JUNE 3, 2016, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

[Signature]  
Name and Title of Notary or Justice of the Peace  
ENA E PARADYSZ NOTARY



Contractor Initials: [Signature]  
Date: 6/2/16



New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6/14/14  
Date

[Signature]  
Name: Megan York  
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

[Signature]  
Name: PATRICK B. McENAMNEY  
Title: SR VP, EXECUTIVE DIRECTOR



**Service and Fee Table**

1. The Contractor shall be reimbursed for the Services and up to the Contract Rates in Table A below.
  - a. The Contract Rates in the Table A are the maximum allowed charged used in the Methods for Charging for Services under this Contract in Exhibit B, Section 4.

**Table A**

Service	Contract Rate (Maximum Allowed Charge)	Unit	Service Limit
Clinical Evaluation	\$275.00	Per evaluation	1 evaluation per 90 days, per client
Individual Outpatient	\$22.00	15 min	\$200 of combined individual & group per week, per client
Group Outpatient	\$6.60	15 min	
Intensive Outpatient	\$104.00	Per day and only on those days when the client attends individual and/or group counseling associated with the program.	4 days per week (\$380), per client
Transitional Living	\$110.00	Per day	7 days per week (\$700), per client
High-Intensity Residential Adult	\$154.00	Per day	7 days per week (\$980), per client
Integrated Medication Assisted Treatment - Contractor Staff Time	\$8.25	15 min.	3 hours per client per week
Integrated Medication Assisted Treatment - Physician Time	Rate Per Medicaid Physician Billing Codes: 99201 - 99205 and 99211 - 99215.	Unit Per Medicaid Physician Billing Codes: 99201 - 99205 and 99211 - 99215.	1 hour per client per week
Integrated Medication Assisted Treatment – Medication	See Exhibit B, Section 6.3	See Exhibit B, Section 6.3	See Exhibit B, Section 6.3
Continuous Recovery Monitoring - Attempted	\$16.50	Per 3 attempted contacts over the course of at least 1 week	\$60 of combined attempted and completed per month for the first 12 months post discharge, per client
Continuous Recovery Monitoring - Completed	\$16.50	Per 1 completed contact	

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services  
Exhibit B-1 Amendment #1



Individual Recovery Support Services (Non-Clinical)	\$16.50	15 min	\$160 per week, per client
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STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
OFFICE OF MEDICAID BUSINESS AND POLICY

Jeffery A. Meyers  
Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857  
603-271-9422 1-800-852-3345 Ext. 9422  
Fax: 603-271-8431 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

Kathleen A. Dunn  
Associate Commissioner  
Medicaid Director

3/23/16 #6

March 7, 2016

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Bureau of Drug and Alcohol Services, to enter into Agreements with multiple Vendors, listed below, to provide substance use disorder treatment and recovery support services statewide, in an amount not to exceed \$11,451,100, effective April 1, 2016 through June 30, 2017, upon approval by Governor and Executive Council. 56.1% Federal, 29.4% General, and 14.5% Other Funds.

Summary of contracted amounts by Vendor:

Vendor	Budgeted Amount
Concord Hospital, Inc. Concord	\$72,700
Families First of the Greater Seacoast, Portsmouth	\$35,900
Families in Transition, Manchester	\$357,600
Grafton County Department of Corrections, North Haverhill	\$95,300
Greater Nashua Council on Alcoholism, Inc., Nashua	\$3,734,500
HALO Educational Systems, Canaan	\$678,400
Headrest, Inc., Lebanon	\$453,700
Horizons Counseling Center, Inc., Gilford	\$239,900
Manchester Alcoholism Rehabilitation Center, Manchester	\$643,300

<b>Vendor</b>	<b>Budgeted Amount</b>
National Council on Alcoholism and Drug Dependency/Greater Manchester, Manchester	\$1,715,000
Phoenix Houses of New England, Providence Rhode Island	\$1,497,600
South Eastern New Hampshire Alcohol and Drug Abuse Services, Dover	\$1,455,800
Tri-County Community Action Program, Inc., Berlin	\$368,400
The Youth Council, Nashua	\$103,000
<b>Total</b>	<b>\$11,451,100</b>

Funds to support this request are available in State Fiscal Years 2016 and 2017 in the following accounts, with the authority to adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, without approval of the Governor and Executive Council.

Please see Attachment A for fiscal details.

#### **EXPLANATION**

The attached agreements represent fourteen (14) of a total fifteen (15) agreements with a combined price limitation of \$11,451,100 of a total \$11,940,600 that will allow the Contractors listed to provide an array of Substance Use Disorder Treatment and Recovery Support Services statewide to children and adults with substance use disorders, who have income below 400% the Federal Poverty level and are residents of New Hampshire or are homeless in New Hampshire. (See attached Summary of Contracted Services by Vendor). Substance use disorders occur when the use of alcohol and/or drugs causes clinically and functionally significant impairment, such as health problems, disability, and failure to meet major responsibilities at work, school, or home. The existence of a substance use disorder is determined using a clinical evaluations based on Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition criteria. The final contract will be presented to the Governor and Executive Council at an upcoming meeting.

These Agreements are part of the Department's overall strategy to respond to the opioid epidemic that continues to negatively impact New Hampshire's individuals, families, and communities as well as to respond to other types of substance use disorders. In 2014 there were 325 drug overdose deaths in New Hampshire with the death toll for 2015 at 385 as of January 8, 2016; however, the 2015 statistics are expected to increase as cases are still pending analysis.

The Department published a Request for Proposals for Substance Use Disorder Treatment and Recovery Support Services (RFP #16-DHHS-DCBCS-BDAS-03) on the Department of Health and Humans Services website November 3, 2015 to December 15, 2015. The Department received fifteen proposals. These proposals were reviewed and scored by a team of individuals with program specific knowledge. The Department selected all the Vendors to provide these services (See attached Summary Score Sheet).

Some of the Vendors' proposals scored lower than anticipated; however, it was determined that losing substance use disorder treatment and recovery support services in the midst of an Opioid Crisis would be detrimental to the individuals, families, and communities of New Hampshire. In order to ensure effective delivery of services, the Department has strengthened language in the Vendors' contracts.

The Contract includes language to assist pregnant and parenting women by providing interim services if they are on a waitlist, to ensure clients have faster access to services by maintaining and monitoring a waitlist on an agency and statewide level, to ensure clients contribute to the cost of services by assessing client income at intake and on a monthly basis, and to ensure care coordination for the clients by assisting them with accessing services or working with a client's existing provider for physical health, behavioral health, medication assisted treatment and peer recovery support services.

The Department will monitor the performance of the Vendors by monitoring monthly reports, quarterly utilization, completing site visits, and reviewing client records. In addition, the Department is developing a Quality Monitoring and Improvement Plan to manage the performance of these contracts.

The attached Contracts include language that reserves the right to renew each contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of contracted services and Governor and Executive Council approval.

The Contract for Greater Nashua Council on Alcoholism, Inc. includes language in Exhibit B, Paragraph 8.4 that allows the Department to amend the contract by adjusting amounts between budget line items for statewide Crisis Services, within the price limitation, upon written agreement of both parties without Governor and Executive Council approval, if needed and justified.

The Contract for National Council on Alcoholism and Drug Dependency/Greater Manchester includes language in Exhibit A, Section 25, for the use of the Tirrell House, a State owned building, for residential substance use disorder treatment services for up to 14 individuals. The Contract includes up to \$286,000 for repairs/replacement of the fire alarm system, fire suppression system, upgrade the kitchen, and other miscellaneous repairs as required by the joint inspection of the State of New Hampshire Fire Marshall, City of Manchester, and the Department's Health Facilities Administration.

Should the Governor and Executive Council determine to not authorize this Request, the Contractors would not have sufficient resources to promote and provide the array of services necessary to provide individuals with substance use disorders the necessary tools to achieve, enhance and sustain recovery. In addition, failure to obligate the federal funds in the Substance Abuse Prevention and Treatment Block Grant to community based programs to provide alcohol and other drug treatment services could result in the loss of Federal Block Grant funds made available for these services.

Area served: Statewide.

Source of Funds: 56.1% Federal Funds from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, CFDA #93.959, Federal Award Identification Number TI010035-14, and 29.4% General Funds and 14.5% Other Funds from the Governor's Commission on Alcohol and Other Drug Abuse Prevention, Intervention and Treatment.

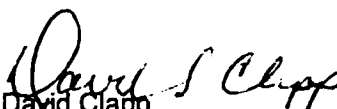


In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Kathleen A. Dunn  
Associate Commissioner



David Clapp  
Facilities

Approved by:



Jeffery A. Meyers  
Commissioner

Attachment A  
Financial Details

**05-95-49-491510-2989 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% Other Funds)**

Concord Hospital, Inc (Vendor #177653 B014)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$1,745
2017	102-500734	Contracts for Prog Svc	\$8,724
<b>Sub-total</b>			<b>\$10,469</b>

Families First of the Greater Seacoast (Vendor #166629 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$382
2017	102-500734	Contracts for Prog Svc	\$2,003
<b>Sub-total</b>			<b>\$2,385</b>

County of Grafton (Vendor #177397 B003)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$2,287
2017	102-500734	Contracts for Prog Svc	\$12,008
<b>Sub-total</b>			<b>\$14,295</b>

Attachment A  
Financial Details

Greater Nashua Council on Alcoholism (Vendor #166574 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$89,628
2017	102-500734	Contracts for Prog Svc	\$470,547
<b>Sub-total</b>			<b>\$560,175</b>

HALO Ed Systems (Vendor #230732 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$16,282
2017	102-500734	Contracts for Prog Svc	\$85,478
<b>Sub-total</b>			<b>\$101,760</b>

Headrest, Inc (Vendor #175226 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$10,889
2017	102-500734	Contracts for Prog Svc	\$57,166
<b>Sub-total</b>			<b>\$68,055</b>

Horizons Counseling Center, Inc (Vendor #156808 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$5,758
2017	102-500734	Contracts for Prog Svc	\$30,227
<b>Sub-total</b>			<b>\$35,985</b>

Attachment A  
Financial Details

Manchester Alcoholism Rehabilitation Center (Vendor #177204 B005)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$15,439
2017	102-500734	Contracts for Prog Svc	\$81,056
<b>Sub-total</b>			<b>\$96,495</b>

National Council on Alcoholism and Drug Abuse Services (Vendor #177265 R001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$34,296
2017	102-500734	Contracts for Prog Svc	\$180,054
<b>Sub-total</b>			<b>\$214,350</b>

Phoenix Houses of New England, Inc. (Vendor #177589 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$35,942
2017	102-500734	Contracts for Prog Svc	\$188,698
<b>Sub-total</b>			<b>\$224,640</b>

Southeastern New Hampshire Alcohol and Drug Abuse Services (Vendor #155292 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$34,939
2017	102-500734	Contracts for Prog Svc	\$183,431
<b>Sub-total</b>			<b>\$218,370</b>

Attachment A  
Financial Details

Tri-County Community Action Programs, Inc (Vendor #177195 B009)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$8,842
2017	102-500734	Contracts for Prog Svc	\$46,418
<b>Sub-total</b>			<b>\$55,260</b>

The Youth Council (Vendor #154886 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$2,215
2017	102-500734	Contracts for Prog Svc	\$11,630
<b>Sub-total</b>			<b>\$13,845</b>
<b>Total Gov. Comm</b>			<b><u>\$1,616,084</u></b>

**05-95-49-491510-2990 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES (34.4% General 65.6% Federal)**

Concord Hospital, Inc (Vendor #177653 B014)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$12,795
2017	102-500734	Contracts for Prog Svc	\$49,436
<b>Sub-total</b>			<b>\$62,231</b>

Families First of the Greater Seacoast (Vendor #166629 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$2,798
2017	102-500734	Contracts for Prog Svc	\$30,717
<b>Sub-total</b>			<b>\$33,515</b>

Attachment A  
Financial Details

Families in Transition (Vendor #157730 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$71,520
2017	102-500734	Contracts for Prog Svc	\$286,080
<b>Sub-total</b>			<b>\$357,600</b>

County of Grafton (Vendor #177397 B003)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$16,773
2017	102-500734	Contracts for Prog Svc	\$64,232
<b>Sub-total</b>			<b>\$81,005</b>

Greater Nashua Council on Alcoholism (Vendor #166574 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$667,112
2017	102-500734	Contracts for Prog Svc	\$2,507,213
<b>Sub-total</b>			<b>\$3,174,325</b>

Attachment A  
Financial Details

HALO Ed Systems (Vendor #230732 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$119,398
2017	102-500734	Contracts for Prog Svc	\$457,242
<b>Sub-total</b>			<b>\$576,640</b>

Headrest, Inc (Vendor #175226 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$79,851
2017	102-500734	Contracts for Prog Svc	\$305,794
<b>Sub-total</b>			<b>\$385,645</b>

Horizons Counseling Center, Inc (Vendor #156808 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$42,222
2017	102-500734	Contracts for Prog Svc	\$161,693
<b>Sub-total</b>			<b>\$203,915</b>

Attachment A  
Financial Details

Manchester Alcoholism Rehabilitation Center (Vendor #177204 B005)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$113,221
2017	102-500734	Contracts for Prog Svc	\$433,584
<b>Sub-total</b>			<b>\$546,805</b>

National Council on Alcoholism and Drug Abuse Services (Vendor #177265 R001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$537,504
2017	102-500734	Contracts for Prog Svc	\$963,146
<b>Sub-total</b>			<b>\$1,500,650</b>

Phoenix Houses of New England, Inc (Vendor #177589 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$263,578
2017	102-500734	Contracts for Prog Svc	\$1,009,382
<b>Sub-total</b>			<b>\$1,272,960</b>



Attachment A  
Financial Details

Southeastern New Hampshire Alcohol and Drug Abuse Services (Vendor #155292 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$256,221
2017	102-500734	Contracts for Prog Svc	\$981,209
<b>Sub-total</b>			<b>\$1,237,430</b>

Tri-County Community Action Programs, Inc (Vendor #177195 B009)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$64,838
2017	102-500734	Contracts for Prog Svc	\$248,302
<b>Sub-total</b>			<b>\$313,140</b>

The Youth Council (Vendor #154886 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$16,245
2017	102-500734	Contracts for Prog Svc	\$72,910
<b>Sub-total</b>			<b>\$89,155</b>
<b>Total Clinical Svcs</b>			<b>\$9,835,016</b>
<b>Grand Total</b>			<b>\$11,451,100</b>

Summary of Contracted Services by Vendor

Substance Use Disorder Treatment Services and Recovery Support Services:	Individual Outpatient	Group Outpatient	Intensive Outpatient	Partial Hospitalization	Transitional Living	Low-Intensity Residential	High-Intensity Residential	High-Intensity Residential for Pregnant and Parenting Women	Ambulatory WM w/ Extended On-Site Monitoring (ASM Level 1WM)	Medically Monitored Inpatient Withdrawal Management (ASAM Level 3.7 WM)	Medication Assisted Treatment	Continuous Recovery Monitoring	Enhanced Recovery Support Services	Individual Recovery Support Services (non-clinical)	Group Recovery Support Services (non-clinical)	Statewide Crisis	Crisis services to agency's own clients
Vendors:																	
Concord Hospital, Inc.	X	X	X									X		X			X
Families First of the Greater Seacoast	X										X	X	X	X	X		X
Families in Transition	X	X	X								X	X	X	X	X		X
Goodwin Community Health	X	X	X								X	X	X	X	X		X
Grafton County DOC	X	X	X								X	X	X	X	X		X
Greater Nashua Council on Alcoholism, Inc.	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
HALO Educational Systems	X	X	X								X	X	X	X	X		X
Headrest, Inc.	X	X	X			X						X	X	X	X		X
Horizons Counseling Center, Inc.	X	X	X								X	X	X	X	X		X
Manchester Alcoholism Rehabilitation Center (subsidiary of Easter Seals New Hampshire Inc.) - Total	X	X	X	X	X	X	X			X		X		X	X		X
National Council on Alcoholism and Drug Dependency/Greater Manchester	X	X	X	X	X	X	X		X			X		X	X		X
Phoenix Houses of New England - Total	X	X	X	X	X	X	X				X	X		X	X		X
South Eastern New Hampshire Alcohol and Drug Abuse Services	X	X	X	X	X	X	X		X			X		X	X		X
Tri-County Community Action Program, Inc.	X	X	X								X	X		X	X		X
The Youth Council	X	X	X									X		X	X		X

An "X" indicates that the Vendor will provide the corresponding contracted service.



**New Hampshire Department of Health and Human Services  
Office of Business Operations  
Contracts & Procurement Unit  
Summary Score Sheet**

**Substance Use Disorder Treatment  
and Recovery Support Services**

**(RFP) #16-DHHS-DCBCS-BDAS-03**

**RFP Name**

**RFP Number**

**Reviewer Names**

**Bidder Name**

Maximum Points	Actual Points
945	687
945	715
945	751
945	587
945	492
945	820
945	460
945	390
945	717
945	661
945	684
945	626
945	562
945	570
945	515

1. Concord Hospital, Inc.
2. Families First of the Greater Seacoast
3. Families in Transition
4. Goodwin Community Health
5. Grafotn County
6. Greater Nashua Council on Alcoholism, Inc.
7. HALO Educational Systems
8. Headrest, Inc.
9. Horizons Counseling Center, Inc.
10. Manchester Alcoholism Rehabilitation Center  
(subsidiary of Easter Seals New Hampshire Inc.)
11. National Council on Alcoholism and Drug  
Dependency/Greater Manchester
12. Phoenix Houses of New England
13. South Eastern New Hampshire Alcohol and Drug  
Abuse Services
14. Tri-County Community Action Program, Inc.
15. The Youth Council

1. Jaime Powers, BDAS Clinical  
Services Unit Administrator
2. Linda Parker, BDAS Program  
Specialist IV
3. Paul Kiernan, BDAS Program  
Specialist IV
4. Michele Harlan, DHHS Director of  
Mental Health Services
5. Rhonda Siegel, DPHS,  
Administrator II
6. Donna Ferland, NH Hospital  
Administrator III / Financial Mngr
7. P. J. Nadeau, DHHS Financial  
Manager
8. Ann Driscoll, Administrator

Subject: Substance Use Disorder Treatment and Recovery Support Services (16-DHHS-DCBCS-BDAS-03-SUBST-12)

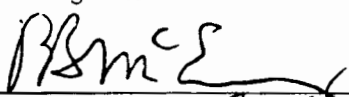

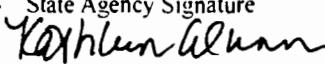
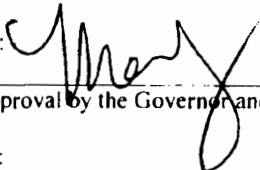
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**I. IDENTIFICATION.**

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Phoenix Houses of New England		1.4 Contractor Address 99 Wayland Avenue, STE 100 Providence, RI 02906	
1.5 Contractor Phone Number 401 331-4250 x 3202	1.6 Account Number 05-95-49-491510-29890000-102-500734; 05-95-49-491510-29900000-102-500734	1.7 Completion Date June 30, 2017	1.8 Price Limitation \$1,497,600.
1.9 Contracting Officer for State Agency Eric Borrin, Director		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory PATRICK B. McENEANEY JR. VICE PRESIDENT, EXECUTIVE DIRECTOR	
1.13 Acknowledgement: State of <del>Rhode Island</del> , County of <u>PROVIDENCE</u>  On <u>FEB. 29, 2016</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]		<div style="border: 2px solid black; padding: 5px; width: fit-content; margin: 0 auto;">                     ENA E. PARADYSZ                      Notary Public-State of Rhode Island                      My Commission Expires                      May 31, 2017                 </div>	
1.13.2 Name and Title of Notary or Justice of the Peace ENA E PARADYSZ NOTARY PUBLIC			
1.14 State Agency Signature  Date: <u>3/2/16</u>		1.15 Name and Title of State Agency Signatory Kathleen A. Dunn Associate Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)  By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable)  By:  On: <u>3/7/16</u> Mary A. Kelly - Attorney			
1.18 Approval by the Governor and Executive Council (if applicable)  By: _____ On: _____			

**2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.


6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

  
2/29/16

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

#### 8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

#### 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

**10. TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

**11. CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### 14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials BR  
Date 2/23/16



Exhibit A

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**Scope of Services**

**1. Provisions Applicable to All Services**

- 1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

**2. Definitions**

- 2.1. Adolescents: Adolescents are individuals under the age of 18.
- 2.2. American Society of Addiction Medicine (ASAM): ASAM is a professional society representing over 3,500 physicians, clinicians and associated professionals in the field of addiction medicine. ASAM is dedicated to increasing access and improving the quality of addiction treatment, educating physicians and the public, supporting research and prevention, and promoting the appropriate role of physicians in the care of patients with addiction. More information can be found at: <http://www.asam.org/>
- 2.3. American Society of Addiction Medicine Criteria: ASAM's criteria, formerly known as the ASAM patient placement criteria, is the result of a collaboration that began in the 1980s to define one national set of criteria for providing outcome-orientated and results-based care in the treatment of addiction. Today the criteria have become the most widely used and comprehensive set of guidelines for placement, continued stay and transfer/discharge of patients with addiction and co-occurring conditions. ASAM's criteria are required in over 30 states. More information can be found at: <http://www.asam.org/publications/the-asam-criteria>
- 2.4. Charitable Choice: Charitable Choice is Public Law 102-321, 102d Congress and amended in 1992 and again in 2000 (Children's Health Services Act). Charitable Choice is a federal legislative provision designed to remove barriers to faith-based organizations receiving certain Federal funds. States may allocate Block Grant funds to faith-based treatment and recovery support services programs that maintain their religious character and hire people of their same faith, who also meet state requirements for licensing or certification of substance abuse treatment and recovery support services programs and staff. The Charitable Choice final rules were published in the Federal Register on September 30, 2003.
- 2.5. Clinical Evaluation: A Clinical Evaluation is a biopsychosocial evaluation completed in accordance with Technical Assistance Publication (TAP) 21: Addiction Counseling Competencies, available at <http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171>.

*[Handwritten Signature]*  
2/23/16





Exhibit A

- 2.6. Days: Days in this Exhibit A and Exhibit B refers to calendar days, unless otherwise noted.
- 2.7. Evidence-Based Practice: Evidence-Based Practice is applying the best available research results (evidence) when making decisions about health care. Health care professionals who perform evidence-based practice use research evidence along with clinical expertise and patient preferences. Systematic reviews (summaries of health care research results) provide information that aids in the process of evidence-based practice.
- 2.7.1. The service shall be included as an evidence-based mental health and substance abuse intervention on the SAMHSA National Registry of Evidence-Based Programs and Practices (NREPP), <http://www.nrepp.samhsa.gov/ViewAll.aspx>
- 2.7.1.1. The service shall be included as an evidence-based mental health and substance abuse intervention on the SAMHSA National Registry of Evidence-Based Programs and Practices (NREPP), <http://www.nrepp.samhsa.gov/ViewAll.aspx>
- 2.7.1.2. The services shall be published in a peer-reviewed journal and found to have positive effects; or
- 2.7.1.3. The SUD treatment service provider shall be able to document the services' effectiveness based on the following:
1. The service is based on a theoretical perspective that has validated research; or
  2. The service is supported by a documented body of knowledge generated from similar or related services that indicate effectiveness;
- 2.8. Homeless: Homeless is (1) an individual or family who lacks a fixed, regular, and adequate nighttime residence; or (2) an individual or family who has a primary nighttime residence that is a supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels and congregate shelters), an institution other than a penal facility that provides temporary residence for individuals intended to be institutionalized, or a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.
- 2.9. Level of Care: Level of care refers to the intensity of treatment defined by the American Society of Addiction Medicine (ASAM) October 2013.
- 2.10. New Hampshire Resident: A New Hampshire resident is defined as a person residing in New Hampshire regardless of how long they have resided in New Hampshire or whether or not they have a fixed or permanent address.
- 2.11. Resiliency and Recovery Oriented Systems of Care (RROSC): RROSC are networks

*[Handwritten Signature]*  
2/27/16



Exhibit A

of organizations, agencies, and community members that coordinate a wide spectrum of services to prevent, intervene in, and treat substance use problems and disorders. RROSCs support person-centered and self-directed approaches to care that build on the strengths and resilience of individuals, families, and communities to take responsibility for their sustained health, wellness, and recovery from alcohol and drug problems. In New Hampshire, this is operationalized by the Continuum of Care model.

- 2.12. Screening Positive for Substance Use Disorder: Screening positive for a Substance Use Disorder means that the individual is likely to meet the Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM 5) criteria for a Substance Use Disorder. If the client screens probable, a clinical evaluation will be required to determine if the client does in fact meet DSM 5 criteria for a Substance Use Disorder.
- 2.13. Substance Abuse Prevention and Treatment (SAPT) Block Grant: SAPT Block Grant was originally established by Public Law 97-35 (PL 97-35), creating the Alcohol, Drug Abuse and Mental Health Services Block Grant (later the Substance Abuse Prevention and Treatment Block Grant, and now the Behavioral Health Assessment and Plan), which became effective on October 1, 1992 for the purpose of carrying out and evaluating activities to prevent and treat substance abuse and dependence.
- 2.14. Substance use disorders occur when the use of alcohol and/or drugs causes clinically and functionally significant impairment, such as health problems, disability, and failure to meet major responsibilities at work, school, or home. The existence of a substance use disorder is determined using Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM 5) criteria.
- 2.15. Web Information Technology System (WITS): WITS is a secure, 24/7 accessible web-based information technology system for the purpose of storing client demographic information. All BDAS contracted providers use WITS to report on the National Outcome Measures (NOMs) established by the SAMHSA, as required in the Federal Substance Abuse Prevention and Treatment Block Grant.

### 3. Covered Populations

- 3.1. The Contractor shall provide services in this Contract to the general population in Section 3.2 who:
  - 3.1.1. Have a substance use disorder; and
  - 3.1.2. Have income below 400% Federal Poverty Level; and
  - 3.1.3. Are Residents of New Hampshire; or
  - 3.1.4. Are homeless in New Hampshire.
- 3.2. The Contractor agrees to provide services in this Contract to the general client

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- population that includes, but not limited to:
- 3.2.1. Adolescents;
  - 3.2.2. Adults
  - 3.2.3. Pregnant women;
  - 3.2.4. Women with dependent children;
  - 3.2.5. Injection drug users;
  - 3.2.6. Individuals with co-occurring substance use and mental health disorders;
  - 3.2.7. Veterans; and/or
  - 3.2.8. Individuals who are involved with the criminal justice system.
- 3.3. The Contractor shall provide services in this Contract separately for adolescents and adults unless approved by the Department.

#### 4. Substance Use Disorder Treatment Services

- 4.1. The Contractor is required to provide to eligible individuals the following substance use disorder treatment services:
- 4.1.1. Outpatient Treatment as defined as American Society of Addiction Medicine (ASAM) Criteria, Level 1. Outpatient Treatment services assist an individual or group of individuals to achieve treatment objectives through the exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.
  - 4.1.2. Intensive Outpatient Treatment as defined as ASAM Criteria, Level 2.1. Intensive Outpatient Treatment services provide intensive and structured individual and group alcohol and/or other drug treatment services and activities that are provided according to an individualized treatment plan that includes a range of outpatient treatment services and other ancillary alcohol and/or other drug services. Services for adults are provided at least 3 hours a day and at least 3 days a week. Services for adolescents are provided at least 2 hours a day and at least 3 days a week.
  - 4.1.3. Transitional Living Services provide residential substance abuse treatment services designed to support individuals as they transition back into the community. Transitional Living Services are not defined by ASAM. Transitional Living services must include at least 3 hours of clinical services per week of which at least 1 hour must be delivered by a Licensed Alcohol and Drug Counselor (LADC) or Master Licensed Alcohol and Drug Counselor (MLADC) or unlicensed counselor working under the supervision of a LADC or MLADC and 2 hours must be delivered by a Certified Recovery Support Worker (CRSW). The maximum length of stay in this service is 6 months. Adult residents typically work

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in the community and may pay a portion of their room and board.

4.1.3.1. The Contractor may charge the client fees for room and board, in addition to the client's portion via the sliding fee scale, to the client's insurance charges, and to the Department for the remaining balance as outlined in Exhibit B, according to the guidelines below.

1. When the client's income is 0% to 138% of the Federal Poverty Level (FPL), the Contractor will not charge the client rent.
2. When the client's income is 139 to 149% of the Federal Poverty Level (FPL), the Contractor may charge the client up to \$8 per week.
3. When the client's income is 150% to 199% of the Federal Poverty Level (FPL), the Contractor may charge the client up to \$12 per week.
4. When the client's income is 200% to 249% of the Federal Poverty Level (FPL), the Contractor may charge the client up to \$25 per week.
5. When the client's income is 250% to 299% of the Federal Poverty Level (FPL), the Contractor may charge the client up to \$40 per week.
6. When the client's income is 300% to 349% of the Federal Poverty Level (FPL), the Contractor may charge the client up to \$57 per week.
7. When the client's income is 350% to 399% of the Federal Poverty Level (FPL), the Contractor may charge the client up to \$77 per week.

4.1.3.2. The Contractor shall hold in individual separate accounts 50% of the amount charged to the resident that will be returned to the resident at the time of discharge.

4.1.3.3. The Contractor shall maintain records to account for the client's contribution to room and board.

4.1.4. High-Intensity Residential Treatment for Adults as defined as ASAM Criteria, Level 3.5 and/or Medium Intensity Residential for Adolescents as defined as ASAM Criteria, Level 3.5. These two services provide residential substance abuse treatment designed to assist individuals who require a more intensive level of service in a structured setting.

4.1.5. Integrated Medication Assisted Treatment services provide for medication prescription and monitoring for treatment of opiate and other substance use

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disorders. The Contractor shall provide non-medical treatment services to the client in conjunction with the medical services provided either directly by the Contractor or by an outside medical provider. The Contractor shall be responsible for coordination of care and meeting all requirements for the service provided. The Contractor shall deliver Integrated Medication Assisted Treatment services accordance with guidance provided by the Department, "Guidance Document on Best Practices: Key Components for Delivery Community-Based Medication Assisted Treatment Services for Opioid Use Disorders in New Hampshire."

- 4.2. The Contractor shall submit for Department approval, within 30 days from the contract effective date, a list of the service components that comprise the substance use disorder treatment services including the frequency of those components for all services described above in Section 4.1, except for Outpatient Treatment and Integrated Medication Assisted Treatment (Sections 4.1.1 and 4.1.5 respectively).
- 4.3. The Contractor shall submit for Department approval, within 30 days from the contract effective date, the evidenced based practices to be used for all services in Section 4.1.
- 4.4. The Contractor shall submit for Department approval, changes to service components in Section 4.2 and to evidence-based practices in Section 4.3, within 30 days prior to making the changes effective.

**5. Crisis Services to Existing Clients or their Significant Others**

- 5.1. The Contractor shall provide Crisis Services to existing clients or their significant others as follows:
  - 5.1.1. Provide Crisis Services, 24 hours per day, 7 days a week either in person or by telephone that:
    - 5.1.1.1. Assist individuals in addressing a current crisis related to their substance use disorder or the substance use disorder of a significant other;
    - 5.1.1.2. Provide counseling services to assist with client stabilization, assessment of client's psychological stability and risk for harming themselves or others and appropriate referral based on this assessment; and
    - 5.1.1.3. Refer clients to appropriate treatment and other resources in the client's service area.
    - 5.1.1.4. If a request for crisis services comes from an individual who is not a current client, that individual may be referred to the statewide crisis services provider.
  - 5.1.2. Provide encounter notes in the client's health record.
  - 5.1.3. Provide sufficient staffing to provide Crisis Services as described above at least

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during normal business hours defined as 8 am to 5 pm, Monday through Friday.

5.1.4. May refer clients to the Statewide Crisis Services hotline, after normal business hours.

5.2. The Contractor agrees that Crisis Services shall be considered individual outpatient services when the Crisis Service provided has the specific purpose of treating the individual's substance use disorder.

5.3. The Contractor agrees that Crisis Services shall be considered individual recovery support services (non-clinical) when the Crisis service provided has the purpose of reducing or removing a barrier to the client achieving or maintaining recovery without directly treating the substance use disorder.

## 6. Recovery Support Services

6.1. The Contractor shall provide Recovery Support Services such as:

- 6.1.1. Non-clinical services such as but not limited to parenting, job search, financial management, skills development, and paraprofessional counseling services by:
  - 6.1.1.1. A Certified Recovery Support Worker (CRSW) under the supervision of a Masters Licensed Alcohol and Drug Counselor (MLADC); or
  - 6.1.1.2. A Certified Recovery Support Worker (CRSW) under the supervision of a Licensed Alcohol and Drug Counselor (LADC) with a Licensed Clinical Supervisor (LCS); or
  - 6.1.1.3. A MLADC or LADC
  - 6.1.1.4. Submitting for Department approval, within 30 days from the contract effective date, the name and description of the activities/services to provide non-clinical services.

## 7. Enrolling Clients for Services

7.1. The Contractor shall complete Intake Screenings and ASAM Level of Care Assessments, as follows:

- 7.1.1. Have direct contact (face to face communication by meeting in person, or electronically, or by telephone conversation) with an individual within two (2) business days from the date that individual (defined as a non-client, existing client, other provider, or any other person or entity) contacts the Contractor for Substance Use Disorder Treatment and Recovery Support Services.
- 7.1.2. Complete an initial Intake Screening within two (2) business days from the date of the first direct contact with the individual, using the eligibility module in Web Information Technology System (WITS) to determine probability of being eligible for services under this contract and for probability of having a substance use disorder.
- 7.1.3. Assess clients' income prior to admission using the WITS fee determination

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model and assure that clients' income information is updated as needed over the course of treatment by asking clients about any changes in income no less frequently than every 4 weeks.

7.1.4. Complete an ASAM Level of Care Assessment for all services in Section 4, except for Transitional Living, within two (2) days of the initial Intake Screening in (Section 7.1.2) using the ASI Lite module, in WITS or in another electronic medical/health record system, or an alternative assessment tool as directed by the Department, when the individual is determined probable of being eligible for services.

7.1.5. Make available to the Department upon request, the data from the ASAM Level of Care Assessment and in a format approved by the Department, when using an electronic medical/health record system other than WITS.

7.1.6. The Contractor shall complete a clinical evaluation of clients for services in Section 4, as follows:

7.1.6.1. Prior to admission as a part of interim services or within 3 days following admission, and during treatment only when determined by licensed clinician.

7.2. The Contractor shall determine client eligibility for services under this contract using the eligibility criteria as follows:

7.2.1. The individual's income must be below 400% of Federal Poverty Level (FPL);

7.2.2. The individual must be a resident of New Hampshire or homeless in New Hampshire;

7.2.3. The individual must be determined positive for a substance use disorder (as evidenced in their clinical evaluation, Section 7.1.6

7.2.4. The individual is eligible for services described in Section 4 as determined by the ASAM Level of Care Assessment (defined in Section 7.1.4) unless:

7.2.4.1. The client chooses to receive a service with a lower ASAM Level of Care; or

7.2.4.2. The service with the needed ASAM Level of Care is unavailable at the time the level of care is determined in Section 7.1.4, in which case the client may choose:

1. A service with a lower ASAM Level of Care;
2. A service with the next available higher ASAM Level of Care;
3. Be placed on the waitlist until their service with the assessed ASAM Level of Care becomes available as in Section 7.1.4; or



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- 
4. Be referred to another agency in the client's service area that provides the service with the needed ASAM Level of Care.
- 7.3. The Contractor agrees to provide services to all eligible clients who:
- 7.3.1. Receive Medication Assisted Treatment services from other providers such as a client's primary care provider;
  - 7.3.2. Have co-occurring mental health disorders; or
  - 7.3.3. Are on medications and are taking those medications as prescribed regardless of the class of medication.
- 7.4. The Contractor shall admit eligible clients for services according to the order of priority described below:
- 7.4.1. Pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame. If the contractor is unable to admit a pregnant woman for the needed level of care within 24 hours, the contractor shall:
    - 7.4.1.1. Assist the pregnant woman with identifying alternative providers and with accessing services with these providers. This assistance must include actively reaching out to identify providers on the behalf of the client.
    - 7.4.1.2. Provide interim services until the appropriate level of care becomes available at either the contractor agency or an alternative provider. Interim services shall include:
      1. At least one 60 minute individual or group outpatient session per week;
      2. Recovery support services as needed by the client;
      3. Daily calls to the client to assess and respond to any emergent needs.
  - 7.4.2. Individuals who have been administered Narcan to reverse the effects of an opioid overdose either in the 14 days prior to screening or in the period between screening and admission to the program.
  - 7.4.3. Individuals with a history of injection drug use including the provision of interim services within 14 days.
  - 7.4.4. Individuals with substance use and co-occurring mental health disorders.
  - 7.4.5. Individuals with Opioid Use Disorders.
  - 7.4.6. Veterans with substance use disorders
  - 7.4.7. Individuals with substance use disorders who are involved with the criminal

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justice system.

- 7.4.8. Individuals who require priority admission at the request of the Department.
- 7.5. The Contractor shall obtain consent from individuals prior to providing services as follows:
  - 7.5.1. For individuals whose age is 12 and older, the Contractor is required to obtain consent from the individual themselves; or
  - 7.5.2. For individuals whose age is under 12, the Contractor is required to obtain consent from the individual's parent or legal guardian.

## 8. Waitlist

- 8.1. The Contractor shall place an eligible individual on a statewide waitlist in WITS when the service with the appropriate ASAM Level of Care (as defined in 7.1.4) is not available for the client at the time of screening as in Section 7.2.4.2.
  - 8.1.1. The Contractor shall keep the client's information up to date on the statewide waitlist.
  - 8.1.2. The Contractor shall notify the Department within 30 days from the effective date of the contract, with the name of the staff person who is responsible to monitoring and maintaining the waitlist.
  - 8.1.3. The Contractor shall monitor the waitlist and ensure that clients begin services as soon as possible either under this contract or by a referral to an agency that has an earlier available opening as follows:
    - 8.1.3.1. Anytime a client contacts the agency for a service and that service is not available within 2 business days of contact, they must be immediately added to the agency's waitlist and to the waitlist of other agencies as appropriate.
    - 8.1.3.2. Anytime a client is getting ready to move to a new level of care that will not be provided by the current provider or for which the current provider has a waitlist, the provider shall add the client to the waitlist of other appropriate agencies.
    - 8.1.3.3. Anytime a client is added to the waitlist of another agency, the provider shall complete consent in WITS to allow the agency the client is being referred to review client information in WITS.
    - 8.1.3.4. Every business day, the staff member identified in 8.1.2 shall review pending clients from outside agencies to accept, reject or delete the client as appropriate.
    - 8.1.3.5. Every business day, the staff member identified in 8.1.2 shall review their agency waitlist to ensure that any clients who were on the agency



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waitlist who are no longer on the waitlist due to admission, inaccessibility, etc. have been removed from the waitlist.

- 8.1.4. The Contractor shall provide a client on the waitlist interim services, defined as recovery support services or services with a lower ASAM Level of Care, under this contract or by referral to an agency that has an earlier available opening in the client's service area.

**9. Client Fees and Assistance with Enrolling in Insurance Programs**

9.1. The Contractor agrees to collect allowable fees from clients and to assist them with enrolling in private or public insurance programs when appropriate, as follows:

- 9.1.1. Agrees to using the Sliding Fee Scale and charging the client for their share for services in accordance with Exhibit B.
- 9.1.2. Agrees not to delay a client's admittance into a Substance Use Disorder Treatment and Recovery Support Services program for services due to a client's inability to immediately pay his or her share of the allowable fees (in accordance with Exhibit B) or pending an insurer's payment
- 9.1.3. Agrees to assist clients, who are unable to secure financial resources necessary for initial entry into the program, with obtaining other potential sources such as:
  - 9.1.3.1. Assess the client's appropriateness for enrollment in public or private insurance, including but not limited to Medicaid and New Hampshire Health Protection Program, and assist the client in enrolling in an appropriate public or private insurance program; and/or
  - 9.1.3.2. Complete assistance at or before intake, but no later than 14 days after intake.
  - 9.1.3.3. Develop payment plans.
  - 9.1.3.4. Document the assistance in Section 9.1.3 in a progress note.

9.2. The Contractor may discontinue services for a client who does not pay their share of the allowable fee(s), only after working with the client as described in Section 9.1.3.

9.3. The Contractor shall provide clients with copies of their individual financial accounts, upon the clients' request.

**10. Service Delivery Activities and Requirements**

10.1. The Contractor shall assess all clients for risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge based on policies and process approved by the Department within thirty (30) days from the contract effective date.

10.2. The Contractor shall assess all clients for withdrawal risk based on ASAM (2013) standards at all phases of treatment, such as at initial contact, during screening,

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intake, admission, on-going treatment services and stabilize all clients based on ASAM (2013) guidance and shall:

- 10.2.1. Provide stabilization services when a client's level of risk indicates a service with an ASAM Level of Care that can be provided under this Contract; If a client's risk level indicates a service with an ASAM Level of Care that can be provided under this contract, then the Contractor shall integrate withdrawal management into the client's treatment plan and provide on-going assessment of withdrawal risk to ensure that withdrawal is managed safely.
- 10.2.2. Refer clients to a facility where the services can be provided when a client's risk indicates a service with an ASAM Level of Care that is higher than can be provided under this Contract; Coordinate with the withdrawal management services provider to admit the client to an appropriate service once the client's withdrawal risk has reached a level that can be provided under this contract. and
- 10.3. The Contractor shall complete treatment plans for all clients based on clinical evaluation data within 3 days of the clinical evaluation (defined in Section 7.1.6) and must address all ASAM (2013) domains and shall:
  - 10.3.1. Be updated based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent;
  - 10.3.1. Have Treatment plan goals, objectives, and interventions written in terms that are specific, measurable, attainable, realistic and timely;
  - 10.3.2. Evidence the client's involvement in identifying, developing, and prioritizing goals, objectives, and interventions.
- 10.4. The Contractor shall provide case management to clients that includes, at a minimum, coordination or care with Medication Assisted Treatment, physical, behavioral health, and peer recovery support providers as applicable with the client's:
  - 10.4.1. Primary care provider and if the client does not have a primary care provider, the Contractor will make an appropriate referral to one and coordinate care with that provider.
  - 10.4.2. Behavioral health care provider when serving clients with co-occurring substance use and mental health disorders, and if the client does not have a mental health care provider, then the Contractor will make an appropriate referral to one and coordinate care with that provider.
  - 10.4.3. Medication assisted treatment provider.
  - 10.4.4. Peer recovery support provider, and if the client does not have a peer recovery support provider, the Contractor will make an appropriate



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referral to one and coordinate care with that provider. Such coordination will include actively coordinating with local recovery community organizations (where available) to bring peer recovery support providers into the treatment setting to meet with clients to describe available services and engage clients in peer recovery support services as applicable.

10.5. The Contractor shall submit for Department approval within thirty (30) days from the contract effective date, the policies and procedures for coordination of care described in in Section 10.4

10.6. The Contractor will make continuing care, transfer, and discharge for all Services in Section 4, except for Transitional Living (See Section 10.1.6). The Contractor shall decisions based on ASAM (2013) criteria and complete continuing of care, transfer and discharge plans that address all ASAM (2013) domains as follows:

10.6.1. Begin the process of discharge/transfer planning at the time of the client's intake to the program.

10.6.2. Review the 3 criteria for continuing services or the 4 criteria for transfer/discharge, when addressing continuing care or discharge/transfer that include:

10.6.2.1. Continuing Service Criteria A: The patient is making progress, but has not yet achieved the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his or her treatment goals; or

10.6.2.2. Continuing Service Criteria B: The patient is not yet making progress, but has the capacity to resolve his or her problems. He/she is actively working toward the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his/her treatment goals; and /or

10.6.2.3. Continuing Service Criteria C: New problems have been identified that are appropriately treated at the present level of care. The new problem or priority requires services, the frequency and intensity of which can only safely be delivered by continued stay in the current level of care. The level of care which the patient is receiving treatment is therefore the least intensive level at which the patient's problems can be addressed effectively

10.6.2.4. Transfer/Discharge Criteria A: The Patient has achieved the



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goals articulated in the individualized treatment plan, thus resolving the problem(s) that justified admission to the present level of care. Continuing the chronic disease management of the patient's condition at a less intensive level of care is indicated; or

10.6.2.5. Transfer/Discharge Criteria B: The patient has been unable to resolve the problem(s) that justified the admission to the present level of care, despite amendments to the treatment plan. The patient is determined to have achieved the maximum possible benefit from engagement in services at the current level of care. Treatment at another level of care (more or less intensive) in the same type of services, or discharge from treatment, is therefore indicated; or

10.6.2.6. Transfer/Discharge Criteria C: The patient has demonstrated a lack of capacity due to diagnostic or co-occurring conditions that limit his or her ability to resolve his or her problem(s). Treatment at a qualitatively different level of care or type of service, or discharge from treatment, is therefore indicated; or

10.6.2.7. Transfer/Discharge Criteria D: The patient has experienced an intensification of his or her problem(s), or has developed a new problem(s), and can be treated effectively at a more intensive level of care.

10.6.3. The Contractor shall maintain clear documentation that explains why continued services are necessary for Recovery Support Services and Transitional Living.

10.7. The Contractor will ensure educational information is provided to clients in all programs on HCV/HIV/TB & STD's as evidenced by inclusion in programming.

10.8. The Contractor shall deliver services using evidence based practices as demonstrated by meeting one of the following criteria in Section 2.6.

10.9. The Contractor shall deliver services in this Contract in accordance with:

10.9.1. The ASAM Criteria (2013). The ASAM Criteria (2013) can be purchased online through the ASAM website at: <http://www.asamcriteria.org/>

10.9.2. The Substance Abuse Mental Health Services Administration (SAMHSA) Treatment Improvement Protocols (TIPs) available at <http://store.samhsa.gov/list/series?name=TIP-Series-Treatment-Improvement-Protocols-TIPS->

10.9.3. The SAMHSA Technical Assistance Publications (TAPs) available at <http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1>

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10.9.4. The Requirements in Exhibit K.

**11. Continuous Recovery Monitoring**

11.1. The Contractor shall provide Continuous Recovery Monitoring services to clients by providing on-going contact with a client following discharge from the program as follows:

11.1.1. Attempt to contact each client a minimum of three (3) times over the course of one week by telephone at a reasonable time when the client would normally be available.

11.1.2. Provide to the Department within 30 days of the contract effective date, the policies and procedures in place for at least one completed biweekly contact as in Sections 11.1.3 through 11.1.8, by telephone or face to face, with the client following discharge. Contact clients at least bi-weekly and no less frequently than:

11.1.2.1. 3 months post-discharge which is defined as 60 to 120 days from the last treatment service.

11.1.2.2. 6 months post-discharge which is defined as 150 to 210 days from the last treatment service.

11.1.2.3. 12 months post-discharge which is defined as 330 to 390 days from the last treatment service.

11.1.3. Inquire on the status of each client's recovery.

11.1.4. Identify any client needs.

11.1.5. Assist the client with addressing the needs identified in Section 11.1.4.

11.1.6. Provide early intervention to clients who have relapsed or whose recovery is at risk, as identified in Section 11.1.4, and record the same.

11.1.7. Include assessment of the National Outcomes Measures (NOMS) based client outcomes in WITS.

11.1.8. Complete the Client Follow-Up in WITS within 3 days of each completed contact.

11.2. The Contractor shall comply with performance of Exhibit A, Section 11.1.2, as follows:

11.2.1. Twenty-five percent (25%) of discharged clients shall be contacted three (3) months after discharge.

11.2.2. Ten percent (10%) of discharged clients shall be contacted (6) months after discharge.

11.2.3. Five percent (5%) of discharged clients shall be contacted twelve (12)



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months after discharge.

## 12. Tobacco Cessation

12.1. The Contractor shall offer tobacco cessation tools and education to all eligible clients receiving services in this contract as follows:

12.1.1. Asses clients for motivation in stopping the use of tobacco products;

12.1.2. Offer resources such as but not limited to the Department's Tobacco Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the QuitLine; and

12.1.3. Shall not use tobacco use, in and of itself, as grounds for discharging clients from services being provided under this contract.

## 13. Tobacco Free Environment

13.1. The Contractor shall have policies and procedures that create a tobacco-free environment. At a minimum these policies shall:

13.1.1. Include the smoking of any tobacco product, the use of oral tobacco products or "spit" tobacco, and the use of electronic devices;

13.1.2. Apply to employees, clients and employee or client visitors;

13.1.3. Prohibit the use of tobacco products within the contractor's facilities at any time.

13.1.4. Prohibit the use of tobacco in any contractor owned vehicle.

13.1.5. Include whether or not use of tobacco products is prohibited outside of the facility on the grounds.

13.1.6. If use of tobacco products is allowed outside of the facility on the grounds:

13.1.6.1. There shall be a designated smoking area(s) which is located at least 20 feet from the main entrance.

13.1.6.2. All materials used for smoking in this area, including cigarette butts and matches, will be extinguished and disposed of in appropriate containers.

13.1.6.3. Contractors will ensure periodic cleanup of the designated smoking area.

13.1.6.4. If the designated smoking area is not properly maintained, it can be eliminated at the discretion of the contractor.

13.1.7. Prohibit tobacco use in any company vehicle.

13.1.8. Prohibit tobacco use in personal vehicles when transporting people on authorized business.

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13.1.9. Post the tobacco free environment policy in the contractor's facilities and vehicles and included in employee, client, and visitor orientation.

**14. Resiliency and Recovery Oriented System of Care (RROSC)**

14.1. The Contractor shall engage in and promote a Resiliency and Recovery Oriented System of Care (RROSC) at a minimum:

14.1.1. Provide families and communities with education around Substance Use Disorders Treatment and Recovery Support Services;

14.1.2. Work with the Department's regional public health networks in order to reduce stigma associated with substance misuse and increase collaboration between prevention, treatment, and community supports.

**15. Service Management and Monitoring**

15.1. The Contractor shall maintain a consistent service capacity for Substance Use Disorder Treatment and Recovery Support Services statewide by:

15.1.1. Monitoring its individual capacity to consistently and evenly deliver these services; and

15.1.2. Monitoring and managing the utilization levels of care and service array required under this contract throughout the contract period.

15.1.3. No less than monthly, the Contractor shall monitor the percentage of the contract funding expended relative to the percentage of the contract period that has elapsed. If there is a difference of more than 10% between expended funding and elapsed time on the contract the contractor shall notify the Department within 5 days and submit a plan for correcting the discrepancy within 10 days of notifying the Department.

15.1.4. Beginning on July 1, 2016 and continuing every three months thereafter, the Department shall review the Contractor's utilization as described in Section 15.1.3 above. If the Contractor's expended funding is more than 25% below the elapsed time on the contract, the Department may amend the contract to reduce the overall price limitation.

**16. Service Area**

16.1. The Contractor will provide services described in this Scope of Work to any eligible client, regardless of where the client lives or works in New Hampshire.

**17. Residential Facilities License**

17.1. The Contractor shall submit for Department approval within 15 days of the effective date of the Contract and 30 days prior to any effective changes, the name of the location(s) and address(es) where residential services will be provided to clients under this Contract.

17.2. The Contractor will ensure that the facilities where residential services are

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**Exhibit A**

delivered meet all applicable standards, as required by the Department's Bureau of Health Facilities Administration.

- 17.3. The Contractor shall provide to the Department a copy of the required facility license, in Section 17.1 within 30 days of the contract effective date and then within 30 days after the newly issued license.

**18. Staffing Requirements**

- 18.1. The Contractor shall meet the minimum staffing requirements as follows:
- 18.1.1. At least one Masters Licensed Alcohol and Drug Counselor (MLADC) or Licensed Alcohol and Drug Counselor (LADC) who also holds the Licensed Clinical Supervisor (LCS) credential;
  - 18.1.2. At least one MLADC or Licensed Alcohol and Drug Counselor (LADC) for every two unlicensed counselors providing clinical services;
  - 18.1.3. A sufficient number of:
    - 18.1.3.1. MLADCs to adequately provide for staff clinical supervision; and/or
    - 18.1.3.2. A sufficient number of LADCs with the LCS (Licensed Clinical Supervisor) credential to adequately provide for staff clinical supervision; and
    - 18.1.3.3. At least one Certified Recovery Support Worker (CRSW) for every 50 clients or portion thereof.
- 18.2. The Contractor shall utilize CRSWs to provide treatment services within their scope of practice as defined by New Hampshire Administrative Rule Title XXX, Chapter 330-C, Section 13.
- 18.3. Unlicensed staff providing clinical or recovery support services must hold a CRSW within 6 months of hire or effective date of this contract, whichever is later.
- 18.4. Have policies and procedures related to student interns to address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract, including but not limited to:
- 18.4.1. The Contractor shall base intern responsibilities and caseloads on student learning needs and school requirements and shall not utilize interns as adjunct staff to meet the staffing needs of the Contractor.
  - 18.4.2. Have student interns complete an approved ethics course prior to beginning their internship.
  - 18.4.3. Provide ongoing clinical supervision that includes:
  - 18.4.4. Weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of

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Exhibit A

- progress;
- 18.4.5. Group supervision to help optimize the learning experience, when enough candidates are under supervision;
  - 18.4.6. Content that covers the:
    - 18.4.6.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee, and that covers;
    - 18.4.6.2. The core functions as described in the Twelve Core Functions of Alcohol and Drug Counseling, available at <http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171>; and
    - 18.4.6.3. The standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics.
  - 18.5. The Contractor shall notify the Department, in writing of changes in key personnel and provide, within five (5) business days to the Department, updated resumes that clearly indicate the staff member is employed by the Contractor. Key personnel are those staff for whom at least 10% of their work time is spent providing alcohol or other drug abuse treatment services.
  - 18.6. The Contractor shall notify the Department in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. The Contractor shall provide a copy of the resume of the employee, which clearly indicates the staff member is employed by the Contractor, with the notification.
  - 18.7. The Contractor shall notify the Department in writing and submit a corrective action plan for Department approval within 14 days, when staffing does not meet the requirements defined in 18.1 through 18.4.
  - 18.8. The Contractor shall provide in-service training to all staff involved in client care within 15 days of the contract effective date or the staff person's start date, if after the contract effective date, and at least every 90 days thereafter on the following:
    - 18.8.1. The contract requirements;
    - 18.8.2. Requirements in Exhibit K;
    - 18.8.3. SAMHSA Substance Abuse Prevention and Treatment Block Grant requirements relative to treatment services using a checklist provided by the Department; and
    - 18.8.4. All other relevant policies and procedures provided by the Department.

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**Exhibit A**

- 18.9. The Contractor shall provide in-service training or ensure attendance at an approved training by the Department to clinical staff on HCV/HIV/TB & STD's annually. The contractor shall provide the Department with a list of staff attending an in-service training or Certificates of Attendance.
- 18.10. The Contractor shall provide suitable office, treatment, and meeting space that complies with all fire, health, and safety codes and is handicapped and wheelchair accessible.

**19. Web Information Technology System**

- 19.1. The Contractor shall use the Web Information Technology System to record all encounter notes such as client activity and client contact within (3) days following the activity or contact including but not limited to: screening, fee determination, admission, billing, disenrollment, and discharge data.
- 19.2. The Contractor agrees that all encounter notes will include a record of the clinical content of the session. Encounter notes will be oriented track to client's progress with specific treatment goals.

**20. Quality Assurance**

- 20.1. The Contractor shall participate in all quality improvement activities requested by the Department such as, but not limited to:
  - 20.1.1. Submission of monthly, web based contract compliance reports no later than the 10<sup>th</sup> day of the month following the reporting month;
  - 20.1.2. Participation in electronic and in-person client record reviews;
  - 20.1.3. Participation in site visits;
  - 20.1.4. Reporting on National Outcome Measures (NOMs) data in WITS for:
    - 20.1.4.1. 100% of all clients at admission;
    - 20.1.4.2. 100% of all clients who are discharged because they have completed treatment or transferred to another program;
    - 20.1.4.3. 50% of all clients who are discharged for reasons other than those specified above in Section 20.1.4.2;
    - 20.1.4.4. 25% of all clients who are 3 months post-discharge as defined in Section 11.1.2.1;
    - 20.1.4.5. 10% of all clients who are 6 months post-discharge as defined in Section 11.1.2.2;
    - 20.1.4.6. 5% of all clients who are 12 months post-discharge as defined in Section 11.1.2.3;
    - 20.1.4.7. The above NOMs reporting requirements are minimum

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Exhibit A

requirements and the Contractor shall attempt to achieve greater reporting results when possible.

- 20.1.5. Participation in training and technical assistance activities as directed by the Department, including but not limited to the ASAM Community of Practice developed by the Center for Excellence (the Department's Drug and Alcohol Services Technical Assistance Contractor).

**21. Performance Incentives**

21.1. The Contractor agrees that up to six (6) percent of the contract's maximum price limitation in Box 1.8 of the General Provision, Form P-37 will be reserved by the Department for performance incentives, except when there is a priority to pay for services. The Contractor agrees to the Department using all or some of the reserved funding to continue to pay for services when the Contractor has been reimbursed for at least 94% of the contract's price limitation for services.

21.1.1. The Contractor is eligible for incentive payments when successfully meeting the performance criteria in Section 21.1.2 and when there is available funding as in Section 21.1 at the time the Contractor meets the performance criteria.

21.1.2. The Contractor's performance criteria and incentive payments are as follows:

Performance Criteria	Incentive Payment
Access to Services: for each client who screens eligible for services and starts receiving services, other than evaluation, whether for the identified service for the ASAM Level of Care or interim services, within 10 business days following the eligibility screening.	The Contractor will receive an incentive payment of \$75.00
Completion: for each client who is discharged from the program because they have completed treatment or transferred to another treatment provider as recorded in the Discharge Type field of the WITS Discharge Module.	The Contractor will receive an incentive payment of \$75.00
Client Outcomes: for each client who was discharged from the program and meets at least 3 of the Outcome Criteria (in Section 21.1.2.1) in the 3 <sup>rd</sup> and/or 6 <sup>th</sup> month post-discharge, as evidenced by the WITS Follow-Up Module.	The Contractor will receive an incentive payment of \$50.00



Exhibit A

Performance Criteria	Incentive Payment
Client Outcomes: for each client who was discharged from the program and meets at least 3 of the Outcome Criteria (below in Section 12.1.2.1) in the 12 <sup>th</sup> month post-discharge, as evidenced by the WITS Follow-Up Module.	The Contractor will receive an incentive payment of \$100.00

21.1.2.1. The Contractor agrees to the post discharge outcome criteria as follows:

1. **Abstinence:** The client reports reduced or no substance use in the past 30 days prior to the contact.
2. **Employment/Education:** The client reports increased or retained employment or the client reports returning to or staying in school at the time of contact.
3. **Crime and Criminal Justice:** The client reports no arrests in the past 30 days prior to contact.
4. **Stability in Housing:** The client reports being in stable housing defined as not homeless or at risk of being homeless, at the time of contact.
5. **Social Connectedness:** The client reports engagement in Recovery Support Services, Care Coordination, and/or Community Based Support Groups in the past 30 days prior to contact.

21.1.2.2. The Contractor agrees that Performance Incentives will be calculated and paid on a monthly basis for clients meeting criteria in the previous month.

21.1.2.3. The Contractor may submit screening disposition data for all clients, regardless of payer source, at 6 months and 12 months from the contract effective date.

1. The Contractor may receive \$1,000 for each submission (if funding is available in the contract at the time the Contractor submits the data, with priority of funding being for services). Screening disposition data must include:
  - a. Total number of clients screened for services
  - b. Number of client screened appropriate for services
  - c. Number of clients engaging in services who's payer was:
    - i. This contract

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Exhibit A

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- ii. New Hampshire Health Protection Plan
- iii. New Hampshire Medicaid
- iv. Medicare
- v. Private Insurance
- vi. Self-Pay

**22. Liquidated Damages**

- 22.1. The Contractor and the Department agree that the Web Information Technology System (WITS) shall be the source of record with data polls beginning September 1, 2016 and every 5 months thereafter.
- 22.2. The Contractor and the Department agree that it will be extremely impracticable and difficult to determine actual damages that the Department will sustain in the event that the Contractor fails to maintain the required performance standards in Section 11.2, throughout the life of the contract. Any breach by the Contractor will delay and disrupt the Department's operations and obligations and lead to significant damages. Therefore, the parties agree that the liquidated damages as specified in the sections below are reasonable.
- 22.3. Assessment of liquidated damages shall be in addition to, not in lieu of, such other remedies as may be available to the Department. Except and to the extent expressly provided herein, the Department shall be entitled to recover liquidated damages cumulatively under each section applicable to any given incident.
- 22.4. The Department shall make all assessments of liquidated damages. Should the Department determine that liquidated damages may, or will be assessed; the Department shall notify the Contractor as specified in Section 23, Notifications and Remedies for Liquidated Damages, below.
- 22.5. The Contractor shall submit a written Corrective Action Plan to the Department within five (5) business days of receiving notification as specified in Section 23, Notifications and Remedies for Liquidated Damages, for review and approval prior to implementation of the corrective action plan.
- 22.6. The Contractor agrees that as determined by the Department, failure to provide services that meet the performance standards in Section 11.2 shall result in in liquidated damages as specified in Section 23, Notifications and Remedies for Liquidated Damages. The Department's decision to assess liquidated damages must be reasonable, based in fact and made in good faith.
- 22.7. The remedies specified in Section 23, Notifications and Remedies for Liquidated Damages, shall apply until the failure is cured or resulting dispute is resolved in the Contractor's favor.

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Exhibit A

- 22.8. Liquidated damages in the amount of \$2,500 for failure to meet all three of the performance measures in Section 11.2, except for Section 11.2.1 the liquidated damage shall be assessed when the percentage falls below 15%, at the time specified in Section 22.1.
- 22.9. The Department will deduct the amount of liquidated damages being assessed from the amount the Department owes on the monthly billing submitted to the Department after the assessment of liquidated damages.
- 22.10. The amount of liquidated damages assessed by the Department to the Contractor shall not exceed the price limitation in Form P-37, General Provisions, block 1.8, Price Limitation.

### 23. Notifications and Remedies for Liquidated Damages

- 23.1. Prior to the imposition of liquidated damages or any other remedies under this Contract, including termination for breach, the Department shall issue written notice of remedies that shall include, as applicable:
  - 23.1.1. A citation to the Contract provision violated.
  - 23.1.2. The remedies to be applied and the date the remedies shall be imposed.
  - 23.1.3. The basis for the Department's determination that the remedies shall be imposed.
  - 23.1.4. A request for a Corrective Action Plan.
  - 23.1.5. The timeframe and procedure for the Contractor to dispute the Department's determination. The Contractor's dispute of liquidated damages or remedies shall not stay the effective date of the proposed liquidated damages or remedies.
  - 23.1.6. If the failure is not resolved within the cure period, liquidated damages may be imposed retroactively to the date of failure to perform and continue until the failure is cured or any resulting dispute is resolved in the Contractor's favor.
- 23.2. In connection with any action taken or decision made by the Department with respect to this Contract, within ninety (90) days following the action or decisions, the Contractor may protest such action or decision by the delivery of a notice of protest to the Department and by which the Contractor may protest said action or decision and/or request an informal hearing with the Director of the Bureau of Drug and Alcohol Services.
  - 23.2.1. The Contractor shall provide the Department with an explanation of its position protesting the Department's action or decision.
  - 23.2.2. The Director shall determine a time that is mutually agreeable to the

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Exhibit A

parties during which they may present their views on the disputed issues. It is understood that the presentation and discussion of the disputed issues will be informal in nature.

23.2.3. The Director shall provide written notice of the time, format and location of the presentation.

23.2.4. At the conclusion of the presentations, the Director shall consider all evidence and shall render a written recommendation as soon as practicable, but in no event more than thirty (30) days after the conclusion of the presentation.

23.2.5. The Director may appoint a designee to hear and determine the matter.

**24. State and Federal Requirements**

24.1. If there is any error, omission, or conflict in the requirements listed below, the applicable Federal, State, and Local regulations, rules and requirements shall control. The requirements specified below are provided herein to increase the Contractor's compliance.

24.2. The Contractor agrees to the following state and/or federal requirements for Program requirements for specialty treatment for pregnant and parenting women:

24.2.1. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.

24.2.2. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.

24.2.3. The program provides or arranges for primary medical care for women who are receiving substance abuse services, including prenatal care.

24.2.4. The program provides or arranges for child care with the women are receiving services.

24.2.5. The program provides or arranges for primary pediatric care for the women's children, including immunizations.

24.2.6. The program provides or arranges for gender-specific substance abuse treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, and parenting.

24.2.7. The program provides or arranges for therapeutic interventions for children in custody of women in treatment which may, among other things, address the children's developmental needs and their issues of sexual abuse, physical abuse, and neglect.

24.2.8. The program provides or arranges for sufficient case management and transportation services to ensure that the women and their children have access to the services described above.

24.2.9. Arrange for means activities to assist the client in finding and engaging in a service, which may include, but is not limited to helping the client to

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Exhibit A

locate an appropriate provider, referring clients to the needed service provider, setting up appointments for clients with those providers, and assisting the client with attending appointments with the service provider.

24.3. The Contractor agrees to the following state and federal requirements for all programs in this Contract as follows:

24.3.1. Within 7 days of reaching 90% of capacity, the program notifies the state that 90% capacity has been reached.

24.3.2. The program admits each individual who requests and is in need of treatment for intravenous drug abuse not later than:

24.3.1.1. 14 days after making the request; or

24.3.1.2. 120 days if the program has no capacity to admit the individual on the date of the request and, within 48 hours after the request, the program makes interim services available until the individual is admitted to a substance abuse treatment program

24.3.2. The program offers interim services that include, at a minimum, the following:

24.3.2.1. Counseling and education about HIV and Tuberculosis (TB), the risks of needle-sharing, the risks of transmission to sexual partners and infants, and steps that can be taken to ensure that HIV and TB transmission does not occur

24.3.2.2. Referral for HIV or TB treatment services, if necessary

24.3.2.3. Individual and/or group counseling on the effects of alcohol and other drug use on the fetus for pregnant women and referrals for prenatal care for pregnant women

24.3.3. The program has established a waiting list that includes a unique patient identifier for each injecting drug abuser seeking treatment, including patients receiving interim services while awaiting admission.

24.3.4. The program has a mechanism that enables it to:

24.3.4.1. Maintain contact with individuals awaiting admission

24.3.4.2. Admit or transfer waiting list clients at the earliest possible time to an appropriate treatment program within a service area that is reasonable to the client.

24.3.4.3. The program takes clients awaiting treatment off the waiting list only when one of the following conditions exist:

1. Such persons cannot be located for admission into treatment or

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Exhibit A

2. Such persons refuse treatment

- 24.3.5. The program carries out activities to encourage individuals in need of treatment services to undergo treatment by using scientifically sound outreach models such as those outlined below or, if no such models are applicable to the local situation, another approach which can reasonably be expected to be an effective outreach method.
- 24.3.6. The program has procedures for:
  - 24.3.6.1. Selecting, training, and supervising outreach workers.
  - 24.3.6.2. Contacting, communicating, and following up with high-risk substance abusers, their associates, and neighborhood residents within the constraints of Federal and State confidentiality requirements.
  - 24.3.6.3. Promoting awareness among injecting drug abusers about the relationship between injecting drug abuse and communicable diseases such as HIV.
  - 24.3.6.4. Recommending steps that can be taken to ensure that HIV transmission does not occur.
- 24.3.7. The program directly, or through arrangements with other public or non-profit private entities, routinely makes available the following TB services to each individual receiving treatment for substance abuse:
  - 24.3.7.1. Counseling the individual with respect to TB.
  - 24.3.7.2. Testing to determine whether the individual has been infected with mycobacteria TB to determine the appropriate form of treatment for the individual.
  - 24.3.7.3. Providing for or referring the individuals infected by mycobacteria TB appropriate medical evaluation and treatment.
- 24.3.8. For clients denied admission to the program on the basis of lack of capacity, the program refers such clients to other providers of TB services.
- 24.3.9. The program has implemented the infection control procedures that are consistent with those established by the Department to prevent the transmission of TB and that address the following:
  - 24.3.9.1. Screening patients and identification of those individuals who are at high risk of becoming infected.
  - 24.3.9.2. Meeting all State reporting requirements while adhering to Federal and State confidentiality requirements, including 42

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Exhibit A

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- 24.3.9.3. Case management activities to ensure that individuals receive such services.
- 24.3.9.4. The program reports all individuals with active TB as required by State law and in accordance with Federal and State confidentiality requirements, including 42 CFR part 2.
- 24.3.10. The program gives preference in admission to pregnant women who seek or are referred for and would benefit from Block Grant funded treatment services. Further, the program gives preference to clients in the following order:
  - 24.3.10.1. To pregnant and injecting drug users first.
  - 24.3.10.2. To other pregnant substance users second.
  - 24.3.10.3. To other injecting drug users third.
  - 24.3.10.4. To all other individuals fourth.
- 24.3.11. The program refers all pregnant women to the State when the program has insufficient capacity to provide services to any such pregnant women who seek the services of the program.
- 24.3.12. The program makes available interim services within 48 hours to pregnant women who cannot be admitted because of lack of capacity.
- 24.3.13. The program makes continuing education in treatment services available to employees who provide the services.
- 24.3.14. The program has in effect a system to protect patient records from inappropriate disclosure, and the system:
  - 24.3.14.1. Is in compliance with all Federal and State confidentiality requirements, including 42 CFR part 2.
  - 24.3.14.2. Includes provisions for employee education on the confidentiality requirements and the fact that disciplinary action may occur upon inappropriate disclosure.
- 24.3.15. The program does not expend SAPT Block Grant funds to provide inpatient hospital substance abuse services, except in cases when each of the following conditions is met:
  - 24.3.15.1. The individual cannot be effectively treated in a community-based, non-hospital, residential program.
  - 24.3.15.2. The daily rate of payment provided to the hospital for providing the services does not exceed the comparable daily rate provided by a community-based, non-hospital,

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Exhibit A

residential program.

- 24.3.15.3. A physician makes a determination that the following conditions have been met:
1. The primary diagnosis of the individual is substance abuse and the physician certifies that fact.
  2. The individual cannot be safely treated in a community-based, non-hospital, residential program.
  3. The service can be reasonably expected to improve the person's condition or level of functioning.
  4. The hospital-based substance abuse program follows national standards of substance abuse professional practice.
  5. The service is provided only to the extent that it is medically necessary (e.g., only for those days that the patient cannot be safely treated in community-based, non-hospital, residential program.)
- 24.3.16. The program does not expend Substance Abuse Prevention and Treatment (SAPT) Block Grant funds to purchase or improve land; purchase, construct, or permanently improve (other than minor remodeling) any building or other facility; or purchase major medical equipment.
- 24.3.17. The program does not expend SAPT Block Grant funds to satisfy and requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds.
- 24.3.18. The program does not expend SAPT Block Grant funds to provide financial assistance to any entity other than a public or nonprofit private entity.
- 24.3.19. The program does not expend SAPT Block Grant funds to make payments to intended recipients of health services.
- 24.3.20. The program does not expend SAPT Block Grant funds to provide individuals with hypodermic needles or syringes.
- 24.3.21. The program does not expend SAPT Block Grant funds to provide treatment services in penal or corrections institutions of the State.
- 24.3.22. The program uses the Block Grant as the "payment of last resort" for services for pregnant women and women with dependent children, TB services, and HIV services and, therefore, makes every reasonable effort to do the following:

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**Exhibit A**

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- 24.3.22.1. Collect reimbursement for the costs of providing such services to persons entitled to insurance benefits under the Social Security Act, including programs under title XVIII and title XIX; any State compensation program, any other public assistance program for medical expenses, any grant program, any private health insurance, or any other benefit program.
- 24.3.22.2. Secure from patients of clients payments for services in accordance with their ability to pay.
- 24.4. The Contractor shall comply with all relevant state and federal laws such as but not limited to:
  - 24.4.1. The Contractor shall, upon the direction of the State, provide court-ordered evaluation and a sliding fee scale (in Exhibit B) shall apply and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals.
  - 24.4.2. The Contractor shall comply with the legal requirements governing human subject's research when considering research, including research conducted by student interns, using individuals served by this contract as subjects. Contractors must inform and receive the Department's approval prior to initiating any research involving subjects or participants related to this contract. The Department reserves the right, at its sole discretion, to reject any such human subject research requests.
  - 24.4.3. Contractors shall comply with the Department's Sentinel Event Reporting Policy.



Exhibit B

**Method and Conditions Precedent to Payment**

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, of the General Provisions, for the services provided by the Contractor pursuant to Exhibit A.
2. This Agreement is funded by:
  - 2.1. New Hampshire General Funds;
  - 2.2. Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment Funds;
  - 2.3. Federal Funds from the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959); and
  - 2.4. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements.
3. The Contractor agrees to be reimbursed for services listed in Exhibit B-1 on a fee for service basis. The Contractor agrees the fees for services are all-inclusive rates to deliver the services and to meet the other requirements in Exhibit A.
4. Method for Charging Services under this Contract
  - 4.1. The Contractor agrees to:
    - 4.1.1. Directly bill and receive payments for services provided under this contract from public and private insurance plans, the clients, and the Department;
    - 4.1.2. Assuring a billing and payment system that enables expedited processing to the greatest degree possible so that a client's admittance into the program is not unduly delayed, and overpayments are immediately refunded.
    - 4.1.3. Maintaining an accurate accounting and records for all services billed, payments received and overpayments (if any) refunded.
  - 4.2. The Contractor agrees to determine and charge for services provided to an eligible client under this contract, as follows:
    - 4.2.1. The Contractor shall charge up to the Contract Rate, in Exhibit B-1, by first charging the client's private insurance when the insurers' rates are at or lower than the Contract Rate.
    - 4.2.2. The Contractor shall charge the client according to a Sliding fee scale, in Section 8, when the Contractor determines or anticipates that the private insurer will not remit payment for the full amount of the Contract Rate in Exhibit B-1.
    - 4.2.3. If, after the Contractor charges the client's insurer (if applicable) and the client, any portion of the Contract Rate remains unpaid, the Contractor shall charge the

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Exhibit B

Department the balance (the Contract Rate less the private insurer and the client cost shares).

- 4.3. The Contractor agrees the amount charged to the client shall not exceed the Contract Rate in Exhibit B-1 multiplied by the corresponding percentage stated in Section 8 Sliding fee scale for the client's applicable income level.
  - 4.4. The Contractor shall not charge the combination of the public or private insurer, the client and the Department an amount greater than the Contract Rate in Exhibit B-1, except:
    - 4.4.1. In Exhibit A, Sections 4.1.4 Transitional Living.
  - 4.5. In the event of an overpayment (wherein the combination of all payments received by the Contractor for a given service (except in Section 4.4.1) exceeds the Contract Rate stated in Exhibit B-1, the Contractor shall refund the parties in the reverse order, unless the overpayment was due to insurer, client or Departmental error. In instances of payer error, the Contractor shall refund the party who erred, and adjust the charges to the other parties, according to a correct application of the Sliding Fee Schedule.
5. The Contractor shall submit billing through the Website Information Technology System (WITS) for services listed in Exhibit B-1, except for Integrated Medication Assisted (See Section 6), as follows:
- 5.1. Enter encounter note(s) into WITS no later than three (3) days after the date the service was provided to the client
  - 5.2. Review the encounter notes no later than 20 days following the last day of the billing month, and notify the Department that encounter notes are ready for review.
  - 5.3. Correct errors, if any, in the encounter notes as identified by the Department no later than 7 days after being notified of the errors and notify the Department the notes have been corrected and are ready for review.
  - 5.4. Batch and transmit the encounter notes upon Department approval for the billing month.
    - 5.4.1. Submit separate batches for each billing month.
  - 5.5. The Contractor agrees that encounter notes submitted for review after sixty (60) days of the last day of the billing month may be subject to non-payment.
6. Payment for Integrated Medication Assisted Treatment (MAT) shall be as follows:
- 6.1. The Contractor agrees to invoice the Department separately from the Web Information Technology System (WITS) for Integrated Medication Assisted Treatment Services for Staff Time, Medication, and Physician Time.
  - 6.2. Staff Time: Staff Time is for non-medical staff time relative to the MAT program that is not billable as another service under this contract, such as consultation with a prescribing physician. The Contractor shall be reimbursed according to the contract rate, unit type and service limit in Exhibit B-1.



Exhibit B

6.3. Medication Contract Rate, Unit Type and Service Limit:

6.3.1. The Contractor will be reimbursed for the Medication Assisted Treatment medication based on the Contractor's usual and customary charges according to Revised Statutes Annotated (RSA) 126-A:3 III. (b),

6.3.2. The Contractor will be reimbursed for Medication Assisted Treatment with Methadone or Buprenorphine in an Opiate Treatment Program (OTP) certified per New Hampshire Administrative Rule He-A 304 as follows: The Contractor will be reimbursed for Methadone or Buprenorphine based on the Medicaid rate, up to 7 days per week. The code for Methadone in an OTP is H0020, and the code for buprenorphine in an OTP is H0033. The Contractor agrees to invoice the Department separately from the Web Information Technology System (WITS) for Medication Assisted Treatment Services.

6.3.3. The Contractor will be reimbursed for up to 3 doses per client per day.

6.4. Physician Time: Physician Time is the time spent by a physician or other medical professional to provide Medication Assisted Treatment Services, including but not limited to assessing the client's appropriateness for a medication, prescribing and/or administering a medication, and monitoring the client's response to a medication. The Contractor shall be reimbursed according to the contract rate, unit type and service limit in Exhibit B-1.

6.5. The invoice at a minimum shall include:

6.5.1. For non-medical staff time:

6.5.1.1. A clear description of each expense including WITS Client ID #(s) when applicable;

6.5.1.2. The amount of each expense; and

6.5.1.3. The total of all expenses for the billing period in a Department defined invoice.

6.5.2. For client medications:

6.5.2.1. WITS Client ID #;

6.5.2.2. Period for which prescription is intended;

6.5.2.3. Name and dosage of the medication;

6.5.2.4. Associated Medicaid Code;

6.5.2.5. Charge for the medication.

6.5.2.6. Client cost share for the service; and

6.5.2.7. Amount being billed to the Department for the service.

6.5.3. For physician and other medical professional services:

6.5.3.1. WITS Client ID #;

6.5.3.2. Date of Service;

6.5.3.3. Description of service;





Exhibit B

- 6.5.3.4. Associated Medicaid Code;
- 6.5.3.5. Charge for the service;
- 6.5.3.6. Client cost share for the service; and
- 6.5.3.7. Amount being billed to the Department for the service.

6.6. The Contractor will submit an invoice by the 20th day of each month, which identifies and requests reimbursement for authorized expenses incurred for medication assisted treatment in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement. Invoices must be submitted to:

Financial Manager  
Division of Community Based Care Services  
Bureau of Drug and Alcohol Services  
105 Pleasant Street,  
Main Bldg., 3<sup>rd</sup> Floor North  
Concord, NH 03301

7. Payment for Crisis Services to Existing Clients and their Significant Others:

7.1. The Department will reimburse the Contractor for Crisis Services as a fee for service either as individual outpatient services or individual recovery support services (non-clinical) as defined in Exhibit A, Section 5.2 or 5.3, respectively and at the rates, unit type, and service limit in Exhibit B-1.

8. Sliding Fee Scale

8.1. The Sliding Fee Scale shall apply to the services listed in Exhibit B-1 except Integrated Medication Assisted Treatment – Staff time that is not a direct service to a specific client(s) (See Section 6) as follows:

8.2. The Contractor will charge the client their portion of the Contract Rate (Maximum Allowed Charge) found in Exhibit B-1, based on the following sliding fee scale as follows:

- 8.2.1. When the client's income is 0% to 138% of the Federal Poverty Level (FPL), the Contractor will charge the client 0% of the Contract Rate.
- 8.2.2. When the client's income is 139 to 149% of the Federal Poverty Level (FPL), the Contractor will charge the client 8% of the Contract Rate.
- 8.2.3. When the client's income is 150% to 199% of the Federal Poverty Level (FPL), the Contractor will charge the client 12% of the Contract Rate.
- 8.2.4. When the client's income is 200% to 249% of the Federal Poverty Level (FPL), the Contractor will charge the client 25% of the Contract Rate.
- 8.2.5. When the client's income is 250% to 299% of the Federal Poverty Level (FPL), the Contractor will charge the client 40% of the Contract Rate.

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Exhibit B

- 8.2.6. When the client's income is 300% to 349% of the Federal Poverty Level (FPL), the Contractor will charge the client 57%% of the Contract Rate.
- 8.2.7. When the client's income is 350% to 399% of the Federal Poverty Level (FPL), the Contractor will charge the client 77% of the Contract Rate.
- 8.3. The Contractor shall not deny a minor child (under the age of 18) services because of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.
9. Non Reimbursement for Services
- 9.1. The State will not reimburse the Contractor for services provided through this contract when a client has or may have an alternative payer for services described in this scope of work, such as:
- 9.1.1. Services covered by New Hampshire Health Protection Program for clients who are eligible for the New Hampshire Health Protection Program.
  - 9.1.2. Services covered by New Hampshire Medicaid for clients who are eligible for New Hampshire Medicaid.
  - 9.1.3. Services covered by Medicare for clients who are eligible for Medicare.
  - 9.1.4. Services covered by the client's private insurer(s) at a rate greater than the contract rate (in Exhibit B-1) set by the Department.
- 9.2. Notwithstanding Section 9.1 above, the Contractor may seek reimbursement from the State for services provided under this contract when a client needs a service that is not covered by the payers listed in Section 9.1.
10. When the contract price limitation is reached the program shall continue to operate at full capacity at no charge to the Department for the duration of the contract period.
11. Funding may not be used to replace funding for a program already funded from another source.
12. The Contractor will keep records of their activities related to Department programs and services.
13. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
14. Contractor will have forty-five (45) days from the end of the contract period to submit to the Department final invoices for payment. Any adjustments made to a prior invoice will need to be accompanied by supporting documentation.



Exhibit B

15. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:

- 15.1. The Contractor agrees to use the SAPT funds as the payment of last resort.
- 15.2. The Contractor agrees to the following funding restrictions on SAPT Block Grant expenditures to:

- 15.2.1. Make cash payments to intended recipients of substance abuse services.
- 15.2.2. Expend more than the amount of Block Grant funds expended in Federal Fiscal Year 1991 for treatment services provided in penal or correctional institutions of the State.
- 15.2.3. Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
- 15.2.4. Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

15.3. The Contractor agrees to the Charitable Choice federal statutory provisions as follows:

- 15.3.1. Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.



**Service and Fee Table**

1. The Contractor shall be reimbursed for the Services and up to the Contract Rates in Table A below.

a. The Contract Rates in the Table A are the maximum allowed charged used in the Methods for Charging for Services under this Contract in Exhibit B, Section 4.

**Table A**

Service	Contract Rate (Maximum Allowed Charge)	Unit	Service Limit
Clinical Evaluation	\$250.00	Per evaluation	1 evaluation per 90 days, per client
Individual Outpatient	\$20.00	15 min	\$200 of combined individual & group per week, per client
Group Outpatient	\$6.00	15 min	
Intensive Outpatient	\$95.00	Per day and only on those days when the client attends individual and/or group counseling associated with the program.	4 days per week (\$380), per client
Transitional Living	\$100.00	Per day	7 days per week (\$700), per client
High-Intensity Residential Adult	\$140.00	Per day	7 days per week (\$980), per client
Integrated Medication Assisted Treatment - Contractor Staff Time	\$7.50	15 min.	3 hours per client per week
Integrated Medication Assisted Treatment - Physician Time	Rate Per Medicaid Physician Billing Codes: 99201 - 99205 and 99211 - 99215.	Unit Per Medicaid Physician Billing Codes: 99201 - 99205 and 99211 - 99215.	1 hour per client per week
Integrated Medication Assisted Treatment - Medication	See Exhibit B, Section 6.3	See Exhibit B, Section 6.3	See Exhibit B, Section 6.3
Continuous Recovery Monitoring - Attempted	\$15.00	Per 3 attempted contacts over the course of at least 1 week	\$60 of combined attempted and completed per month for the first 12 months post discharge, per client
Continuous Recovery Monitoring - Completed	\$15.00	Per 1 completed contact	

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New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services  
Exhibit B-1



Individual Recovery Support Services (Non-Clinical)	\$15.00	15 min	\$160 per week, per client
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**SPECIAL PROVISIONS**

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
  - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
  - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

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2/28/16



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

**RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:**

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
  - 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
  - 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
  - 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract, and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

New Hampshire Department of Health and Human Services  
Exhibit C



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
  - 11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
  - 11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
  
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
  
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
  - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
  
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
  
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
  
16. **Equal Employment Opportunity Plan (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or

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more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
  
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF  
WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis

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2/29/14

New Hampshire Department of Health and Human Services  
Exhibit C



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

**DEFINITIONS**

As used in the Contract, the following terms shall have the following meanings:

**COSTS:** Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

**DEPARTMENT:** NH Department of Health and Human Services.

**FINANCIAL MANAGEMENT GUIDELINES:** Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

**PROPOSAL:** If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

**UNIT:** For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

**FEDERAL/STATE LAW:** Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

**CONTRACTOR MANUAL:** Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act, NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

**SUPPLANTING OTHER FEDERAL FUNDS:** The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

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*2/22/16*



**REVISIONS TO GENERAL PROVISIONS**

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
  4. **CONDITIONAL NATURE OF AGREEMENT.**  
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
  - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. The Division reserves the right to renew the Contract for up to two additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

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2/29/18



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner  
NH Department of Health and Human Services  
129 Pleasant Street,  
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
  - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
    - 1.2.1. The dangers of drug abuse in the workplace;
    - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
    - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
    - 1.4.1. Abide by the terms of the statement; and
    - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

*PR*  
2/29/13

New Hampshire Department of Health and Human Services  
Exhibit D



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
    - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check  if there are workplaces on file that are not identified here.

Contractor Name: PHOENIX HOUSES OF NEW ENGLAND

Name: PATRICK B. MCNEANEY  
Title: SR. VP EXECUTIVE DIRECTOR

Date 2/25/16

Contractor Initials PM  
Date 2/25/16



CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- \*Temporary Assistance to Needy Families under Title IV-A
- \*Child Support Enforcement Program under Title IV-D
- \*Social Services Block Grant Program under Title XX
- \*Medicaid Program under Title XIX
- \*Community Services Block Grant under Title VI
- \*Child Care Development Block Grant under Title IV

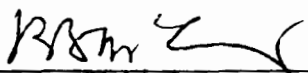
The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name: PHOENIX HOUSES OF NEW ENGLAND

2/29/11  
Date

  
Name: PATRICK B. MCENEANEY  
Title: SR. VP EXECUTIVE DIRECTOR



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

*OPH*  
2/29/14

New Hampshire Department of Health and Human Services  
Exhibit F



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

**PRIMARY COVERED TRANSACTIONS**

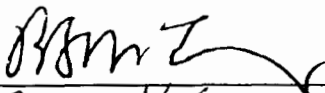
11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
  - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

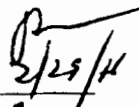
**LOWER TIER COVERED TRANSACTIONS**

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
  - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: PHOENIX HOUSES OF NEW ENGLAND

2/29/16  
Date

  
Name: PATRICK MCEANEAY  
Title: EXECUTIVE DIRECTOR

Contractor Initials   
Date 2/29/16





**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO  
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND  
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

Handwritten signature of the contractor representative.

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith Based Organizations and Whistleblower protections

New Hampshire Department of Health and Human Services  
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

- I. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: PHOENIX HOUSES OF NEW ENGLAND

A handwritten signature in black ink, appearing to read "P. B. McEneaney".

Date

Name: PATRICK B. MCENEANEY  
Title: SRVP, EXECUTIVE DIRECTOR

Exhibit G

Contractor Initials

Handwritten initials in black ink, possibly "PBM".

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Date

Handwritten date in black ink, "2/28/14".



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name: *PHOENIX HOUSES OF NEW ENGLAND*

Name: *PATRICK B. MCEANEAY*  
Title: *SR VP EXECUTIVE DIRECTOR*

*2/29/16*  
Date

Contractor Initials *Pm*  
Date *2/29/16*



Exhibit I

**HEALTH INSURANCE PORTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. "**Breach**" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "**Business Associate**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "**Covered Entity**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "**Designated Record Set**" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "**Data Aggregation**" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "**Health Care Operations**" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "**HITECH Act**" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "**HIPAA**" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "**Individual**" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "**Privacy Rule**" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "**Protected Health Information**" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

*PM*  
2/29/14



Exhibit I

- i. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
  - I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

*BM*

*2/29/14*



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

**(3) Obligations and Activities of Business Associate.**

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
  - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - o The unauthorized person used the protected health information or to whom the disclosure was made;
  - o Whether the protected health information was actually acquired or viewed
  - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

*BM*  
Date 2/29/18



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

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Handwritten date in black ink, appearing to be "2/25/16".



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

**(4) Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

**(5) Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

**(6) Miscellaneous**

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

*SM*





Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services  
The State

Kathleen A. Dunn  
Signature of Authorized Representative

Kathleen A. Dunn  
Name of Authorized Representative

Associate Commissioner  
Title of Authorized Representative

3/3/10  
Date

PHOENIX HOUSES OF NEW ENGLAND, INC  
Name of the Contractor

[Signature]  
Signature of Authorized Representative

PATRICK B. McENEANEY  
Name of Authorized Representative

SR VP EXECUTIVE DIRECTOR  
Title of Authorized Representative

2/29/11  
Date



**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY  
ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
  - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
  - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: PHOENIX HOUSES OF NEW ENGLAND

2/25/14  
Date

[Signature]  
Name: PATRICK B. MCNEANEY  
Title: SR VP, EXECUTIVE DIRECTOR

New Hampshire Department of Health and Human Services  
Exhibit J



FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 075715193
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO  YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO  YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

BM  
2/20/11



Exhibit K

Operational Requirements for all Programs

The contractor shall comply with the following requirements:

1. Requirements for Organizational or Program Changes.

The contractor shall provide the department with written notice at least 30 days prior to changes in any of the following:

- 1.1.1. Ownership;
- 1.1.2. Physical location;
- 1.1.3. Name.

1.2. When there is a new administrator, the following shall apply:

- 1.2.1. The contractor shall provide the department with immediate notice when an administrator position becomes vacant;
- 1.2.2. The contractor shall notify the department in writing as soon as possible prior to a change in administrator, and immediately upon the lack of an administrator, and provide the department with the following:
  - 1.2.2.1. The written disclosure of the new administrator required in Section 1.2 above;
  - 1.2.2.2. A resume identifying the name and qualifications of the new administrator; and
  - 1.2.2.3. Copies of applicable licenses for the new administrator;
- 1.2.3. When there is a change in the name, the contractor shall submit to the department a copy of the certificate of amendment from the New Hampshire Secretary of State, if applicable, and the effective date of the name change.
- 1.2.4. When a contractor discontinues a contracted program, it shall submit to the department:
  - 1.2.4.1. A plan to transfer, discharge or refer all clients being served in the contracted program; and
  - 1.2.4.2. A plan for the security and transfer of the client's records being served in the contracted program as required by Sections 12.8 – 12.10 below and with the consent of the client.

2. Inspections.

For the purpose of determining compliance with the contract, the contractor shall admit and allow any department representative at any time to inspect the following:

- 2.1.1. The facility premises;
- 2.1.2. All programs and services provided under the contract; and
- 2.1.3. Any records required by the contract.

2.2. A notice of deficiencies shall be issued when, as a result of any inspection, the department determines that the contractor is in violation of any of the contract requirements.

2.3. If the notice identifies deficiencies to be corrected, the contractor shall submit a plan of correction in accordance within 21 working days of receiving the inspection findings.

3. Administrative Remedies.

3.1. The department shall impose administrative remedies for violations of contract requirements, including:

- 3.1.1. Requiring a contractor to submit a plan of correction (POC);
- 3.1.2. Imposing a directed POC upon a contractor;
- 3.1.3. Suspension of a contract; or
- 3.1.4. Revocation of a contract.



Exhibit K

- 3.2. When administrative remedies are imposed, the department shall provide a written notice, as applicable, which:
  - 3.2.1. Identifies each deficiency;
  - 3.2.2. Identifies the specific remedy(s) that has been proposed; and
  - 3.2.3. Provides the contractor with information regarding the right to a hearing in accordance with RSA 541-A and He-C 200.
- 3.3. A POC shall be developed and enforced in the following manner:
  - 3.3.1. Upon receipt of a notice of deficiencies, the contractor shall submit a written POC within 21 days of the date on the notice describing:
    - 3.3.1.1. How the contractor intends to correct each deficiency;
    - 3.3.1.2. What measures will be put in place, or what system changes will be made to ensure that the deficiency does not recur; and
    - 3.3.1.3. The date by which each deficiency shall be corrected which shall be no later than 90 days from the date of submission of the POC;
  - 3.3.2. The department shall review and accept each POC that:
    - 3.3.2.1. Achieves compliance with contract requirements;
    - 3.3.2.2. Addresses all deficiencies and deficient practices as cited in the inspection report;
    - 3.3.2.3. Prevents a new violation of contract requirements as a result of implementation of the POC; and
    - 3.3.2.4. Specifies the date upon which the deficiencies will be corrected;
- 3.4. If the POC is acceptable, the department shall provide written notification of acceptance of the POC;
- 3.5. If the POC is not acceptable, the department shall notify the contractor in writing of the reason for rejecting the POC;
- 3.6. The contractor shall develop and submit a revised POC within 21 days of the date of the written notification in 3.5 above;
- 3.7. The revised POC shall comply with 3.3.1 above and be reviewed in accordance with 3.3.2 above;
- 3.8. If the revised POC is not acceptable to the department, or is not submitted within 21 days of the date of the written notification in 3.5 above, the contractor shall be subject to a directed POC in accordance with 3.12 below;
- 3.9. The department shall verify the implementation of any POC that has been submitted and accepted by:
  - 3.9.1. Reviewing materials submitted by the contractor;
  - 3.9.2. Conducting a follow-up inspection; or
  - 3.9.3. Reviewing compliance during the next scheduled inspection;
- 3.10. Verification of the implementation of any POC shall only occur after the date of completion specified by the contractor in the plan; and
- 3.11. If the POC or revised POC has not been implemented by the completion date, the contractor shall be issued a directed POC in accordance with 3.12 below.
- 3.12. The department shall develop and impose a directed POC that specifies corrective actions for the contractor to implement when:
  - 3.12.1. As a result of an inspection, deficiencies were identified that require immediate corrective action to protect the health and safety of the clients or personnel;
  - 3.12.2. A revised POC is not submitted within 21 days of the written notification from the department; or
  - 3.12.3. A revised POC submitted has not been accepted.



Exhibit K

4. Duties and Responsibilities of All Contractors.
  - 4.1. The contractor shall comply with all federal, state, and local laws, rules, codes, ordinances, licenses, permits, and approvals, and rules promulgated thereunder, as applicable.
  - 4.2. The contractor shall monitor, assess, and improve, as necessary, the quality of care and service provided to clients on an ongoing basis.
  - 4.3. The contractor shall provide for the necessary qualified personnel, facilities, equipment, and supplies for the safety, maintenance and operation of the contractor.
  - 4.4. The contractor shall develop and implement written policies and procedures governing its operation and all services provided.
  - 4.5. All policies and procedures shall be reviewed, revised, and trained on per contractor policy.
  - 4.6. The contractor shall:
    - 4.6.1. Employ an administrator responsible for the day-to-day operation of the contractor;
    - 4.6.2. Maintain a current job description and minimum qualifications for the administrator, including the administrator's authority and duties; and
    - 4.6.3. Establish, in writing, a chain of command that sets forth the line of authority for the operation of the contractor the staff position(s) to be delegated the authority and responsibility to act in the administrator's behalf when the administrator is absent.
  - 4.7. The contractor shall post the following documents in a public area:
    - 4.7.1. A copy of the contractor's policies and procedures relative to the implementation of client rights and responsibilities, including client confidentiality per 42 CFR Part 2; and
    - 4.7.2. The contractor's plan for fire safety, evacuation and emergencies identifying the location of, and access to all fire exits.
  - 4.8. The contractor or any employee shall not falsify any documentation or provide false or misleading information to the department.
  - 4.9. The contractor shall comply with all conditions of warnings and administrative remedies issued by the department, and all court orders.
  - 4.10. The contractor shall admit and allow any department representative to inspect the certified premises and all programs and services that are being provided at any time for the purpose of determining compliance with the contract.
  - 4.11. The contractor shall:
    - 4.11.1. Report all critical incidents and sentinel events to the department in accordance with Exhibit A, Section 20.2.3;
    - 4.11.2. Submit additional information if required by the department; and
    - 4.11.3. Report the event to other agencies as required by law.
  - 4.12. The contractor shall implement policies and procedures for reporting:
    - 4.12.1. Suspected child abuse, neglect or exploitation, in accordance with RSA 169-C:29-30; and
    - 4.12.2. Suspected abuse, neglect or exploitation of adults, in accordance with RSA 149-F:49.
  - 4.13. The contractor shall report all positive tuberculosis test results for personnel to the office of disease control in accordance with RSA 141-C:7, He-P 301.02 and He-P 301.03.
  - 4.14. For residential programs, if the contractor accepts a client who is known to have a disease reportable under He-P 301 or an infectious disease, which is any disease



Exhibit K

- caused by the growth of microorganisms in the body which might or might not be contagious, the contractor shall follow the required procedures for the care of the clients, as specified by the United States Centers for Disease Control and Prevention 2007 Guideline for Isolation Precautions, Preventing Transmission of Infectious Agents in Healthcare Settings, June 2007.
- 4.15. Contractors shall implement state and federal regulations on client confidentiality, including provisions outlined in 42 CFR 2.13, RSA 172:8-a, and RSA 318-B:12;
  - 4.16. A contractor shall, upon request, provide a client or the client's guardian or agent, if any, with a copy of his or her client record within the confines for 42 CFR Part 2.
  - 4.17. The contractor shall develop policies and procedures regarding the release of information contained in client records, in accordance with 42 CFR Part 2, the Health Insurance Portability and Accountability Act (HIPAA), and RSA 318-B:10.
  - 4.18. All records required by the contract shall be legible, current, accurate and available to the department during an inspection or investigation conducted in accordance with these rules.
  - 4.19. Any contractor that maintains electronic records shall develop written policies and procedures designed to protect the privacy of clients and personnel that, at a minimum, include:
    - 4.19.1. Procedures for backing up files to prevent loss of data;
    - 4.19.2. Safeguards for maintaining the confidentiality of information pertaining to clients and staff; and
    - 4.19.3. Systems to prevent tampering with information pertaining to clients and staff.
  - 4.20. The contractor's service site(s) shall:
    - 4.20.1. Be accessible to a person with a disability using ADA accessibility and barrier free guidelines per 42 U.S.C. 12131 et seq;
    - 4.20.2. Have a reception area separate from living and treatment areas;
    - 4.20.3. Have private space for personal consultation, charting, treatment and social activities, as applicable;
    - 4.20.4. Have secure storage of active and closed confidential client records; and
    - 4.20.5. Have separate and secure storage of toxic substances.
  - 4.21. The contractor shall establish and monitor a code of ethics for the contractor and its staff, as well as a mechanism for reporting unethical conduct.

The contractor shall maintain specific policies on the following and shall submit these policies to the department for approval no later than 30 days after the effective date of the contract:

    - 4.21.1. Client rights, grievance and appeals policies and procedures;
    - 4.21.2. Progressive discipline, leading to administrative discharge;
    - 4.21.3. Reporting and appealing staff grievances;
    - 4.21.4. Policies on client alcohol and other drug use while in treatment;
    - 4.21.5. Policies on client and employee smoking that are in compliance with Exhibit A, Section 4.1.5;
    - 4.21.6. Drug-free workplace policy and procedures, including a requirement for the filing of written reports of actions taken in the event of staff misuse of alcohol or other drugs;
    - 4.21.7. Policies and procedures for holding a client's possessions;
    - 4.21.8. Secure storage of staff medications;
    - 4.21.9. A client medication policy;
    - 4.21.10. Urine specimen collection, as applicable, that:



Exhibit K

- 4.21.10.1. Ensure that collection is conducted in a manner that preserves client privacy as much as possible; and
- 4.21.10.2. Minimize falsification;
- 4.21.11. Safety and emergency procedures on the following:
  - 4.21.11.1. Medical emergencies;
  - 4.21.11.2. Infection control and universal precautions, including the use of protective clothing and devices;
  - 4.21.11.3. Reporting employee injuries;
  - 4.21.11.4. Fire monitoring, warning, evacuation, and safety drill policy and procedures;
  - 4.21.11.5. Emergency closings;
  - 4.21.11.6. Posting of the above safety and emergency procedures.
- 4.21.12. Procedures for protection of client records that govern use of records, storage, removal, conditions for release of information, and compliance with 42CFR, Part 2 and the Health Insurance Portability and Accountability Act (HIPAA); and
- 4.21.13. Procedures related to quality assurance and quality improvement.
- 5. Collection of Fees.
  - 5.1. The contractor shall maintain procedures regarding collections from client fees, private or public insurance, and other payers responsible for the client's finances; and
  - 5.2. At the time of screening and admission the contractor shall provide the client, and the client's guardian, agent, or personal representative, with a listing of all known applicable charges and identify what care and services are included in the charge.
- 6. Client Screening and Denial of Services.
  - 6.1. Contractors shall maintain a record of all client screenings, including:
    - 6.1.1. The client name and/or unique client identifier;
    - 6.1.2. The client referral source;
    - 6.1.3. The date of initial contact from the client or referring agency;
    - 6.1.4. The date of screening;
    - 6.1.5. The result of the screening, including the reason for denial of services if applicable;
    - 6.1.6. For any client who is placed on a waitlist, record of referrals to and coordination with interim services or reason that such a referral was not made;
    - 6.1.7. Record of all client contacts between screening and removal from the waitlist; and
    - 6.1.8. Date client was removed from the waitlist and the reason for removal
  - 6.2. For any client who is denied services, the contractor is responsible for:
    - 6.2.1. Informing the client of the reason for denial;
    - 6.2.2. Assisting the client in identifying and accessing appropriate available treatment;
  - 6.3. The contractor shall not deny services to a client solely because the client:
    - 6.3.1. Previously left treatment against the advice of staff;
    - 6.3.2. Relapsed from an earlier treatment;
    - 6.3.3. Is on any class of medications, including but not limited to opiates or benzodiazepines; or
    - 6.3.4. Has been diagnosed with a mental health disorder.
  - 6.4. The contractor shall report on 6.1 and 6.2 above at the request of the department.
- 7. Personnel Requirements.
  - 7.1. The contractor shall develop a current job description for all staff, including contracted staff, volunteers, and student interns, which shall include:
    - 7.1.1. Job title;





Exhibit K

- 7.1.2. Physical requirements of the position;
- 7.1.3. Education and experience requirements of the position;
- 7.1.4. Duties of the position;
- 7.1.5. Positions supervised; and
- 7.1.6. Title of immediate supervisor.
- 7.2. The contractor shall develop and implement policies regarding criminal background checks of prospective employees, which shall, at a minimum, include:
  - 7.2.1. Requiring a prospective employee to sign a release to allow the contractor to obtain his or her criminal record;
  - 7.2.2. Requiring the administrator or his or her designee to obtain and review a criminal records check from the New Hampshire department of safety for each prospective employee;
  - 7.2.3. Criminal background standards regarding the following, beyond which shall be reason to not hire a prospective employee in order to ensure the health, safety, or well-being of clients:
    - 7.2.3.1. Felony convictions in this or any other state;
    - 7.2.3.2. Convictions for sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation; and
    - 7.2.3.3. Findings by the department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation or any person; and
  - 7.2.4. Waiver of 7.2.3 above for good cause shown.
- 7.3. All staff, including contracted staff, shall:
  - 7.3.1. Meet the educational, experiential, and physical qualifications of the position as listed in their job description;
  - 7.3.2. Not exceed the criminal background standards established by 7.2.3 above, unless waived for good cause shown, in accordance with policy established in 7.2.4 above;
  - 7.3.3. Be licensed, registered or certified as required by state statute and as applicable;
  - 7.3.4. Receive an orientation within the first 3 days of work or prior to direct contact with clients, which includes:
    - 7.3.4.1. The contractor's code of ethics, including ethical conduct and the reporting of unprofessional conduct;
    - 7.3.4.2. The contractor's policies on client rights and responsibilities and complaint procedures;
    - 7.3.4.3. Confidentiality requirements as required by Sections 4.15 and 4.19.2 above and Section 17 below;
    - 7.3.4.4. Grievance procedures for both clients and staff as required in Section 4.22.1 and 4.22.3 above and Section 18 below.
    - 7.3.4.5. The duties and responsibilities and the policies, procedures, and guidelines of the position they were hired for;
    - 7.3.4.6. Topics covered by both the administrative and personnel manuals;
    - 7.3.4.7. The contractor's infection prevention program;
    - 7.3.4.8. The contractor's fire, evacuation, and other emergency plans which outline the responsibilities of personnel in an emergency; and
    - 7.3.4.9. Mandatory reporting requirements for abuse or neglect such as those found in RSA 161-F and RSA 169-C:29; and
  - 7.3.5. Sign and date documentation that they have taken part in an orientation as described in 7.3.4 above;



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- 7.3.6. Complete a mandatory annual in-service education, which includes a review of all elements described in 7.3.4 above.
- 7.4. Prior to having contact with clients, employees and contracted employees shall:
  - 7.4.1. Submit to the contractor proof of a physical examination or a health screening conducted not more than 12 months prior to employment which shall include at a minimum the following:
    - 7.4.1.1. The name of the examinee;
    - 7.4.1.2. The date of the examination;
    - 7.4.1.3. Whether or not the examinee has a contagious illness or any other illness that would affect the examinee's ability to perform their job duties;
    - 7.4.1.4. Results of a 2-step tuberculosis (TB) test, Mantoux method or other method approved by the Centers for Disease Control (CDC); and
    - 7.4.1.5. The dated signature of the licensed health practitioner;
  - 7.4.2. Be allowed to work while waiting for the results of the second step of the TB test when the results of the first step are negative for TB; and
  - 7.4.3. Comply with the requirements of the Centers for Disease Control Guidelines for Preventing the Transmission of Tuberculosis in Health Facilities Settings, 2005, if the person has either a positive TB test, or has had direct contact or potential for occupational exposure to Mycobacterium tuberculosis through shared air space with persons with infectious tuberculosis.
- 7.5. Employees, contracted employees, volunteers and independent contractors who have direct contact with clients who have a history of TB or a positive skin test shall have a symptomatology screen of a TB test.
- 7.6. The contractor shall maintain and store in a secure and confidential manner, a current personnel file for each employee, student, volunteer, and contracted staff. A personnel file shall include, at a minimum, the following:
  - 7.6.1. A completed application for employment or a resume, including:
  - 7.6.2. Identification data; and
  - 7.6.3. The education and work experience of the employee;
  - 7.6.4. A copy of the current job description or agreement, signed by the individual, that identifies the:
    - 7.6.4.1. Position title;
    - 7.6.4.2. Qualifications and experience; and
    - 7.6.4.3. Duties required by the position;
  - 7.6.5. Written verification that the person meets the contractor's qualifications for the assigned job description, such as school transcripts, certifications and licenses as applicable;
  - 7.6.6. A signed and dated record of orientation as required by 7.3.4 above;
  - 7.6.7. A copy of each current New Hampshire license, registration or certification in health care field and CPR certification, if applicable;
  - 7.6.8. Records of screening for communicable diseases results required in 7.4 above;
  - 7.6.9. Written performance appraisals for each year of employment including description of any corrective actions, supervision, or training determined by the person's supervisor to be necessary;
  - 7.6.10. Documentation of annual in-service education as required by 7.3.6 above;
  - 7.6.11. Information as to the general content and length of all continuing education or educational programs attended;



Exhibit K

- 7.6.12. A signed statement acknowledging the receipt of the contractor's policy setting forth the client's rights and responsibilities, including confidentiality requirements, and acknowledging training and implementation of the policy.
- 7.6.13. A statement, which shall be signed at the time the initial offer of employment is made and then annually thereafter, stating that he or she:
  - 7.6.13.1. Does not have a felony conviction in this or any other state;
  - 7.6.13.2. Has not been convicted of a sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation or pose a threat to the health, safety or well-being of a client; and
  - 7.6.13.3. Has not had a finding by the department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation of any person; and
- 7.6.14. Documentation of the criminal records check and any waivers per 7.2 above.
- 7.7. An individual need not re-disclose any of the matters in 7.6.13 and 7.6.14 above if the documentation is available and the contractor has previously reviewed the material and granted a waiver so that the individual can continue employment.
- 8. Clinical Supervision.
  - 8.1. Contractors shall comply with the following clinical supervision requirements for unlicensed counselors:
    - 8.1.1. Each unlicensed alcohol and drug counselor or Certified Recovery Support Worker (CRSW) shall be supervised by a New Hampshire-MLADC or LADC with the LCS credential at a ratio of one LADC to every 2 full-time equivalent positions that are unlicensed alcohol and drug counselors or CRSWs;
    - 8.1.2. Unlicensed counselors shall receive at least one hour of supervision for every 20 hours of direct client contact;
    - 8.1.3. Supervision shall be provided on an individual or group basis, or both, depending upon the employee's need, experience and skill level;
    - 8.1.4. Supervision shall include following techniques:
      - 8.1.4.1. Review of case records;
      - 8.1.4.2. Observation of interactions with clients;
      - 8.1.4.3. Skill development; and
      - 8.1.4.4. Review of case management activities; and
    - 8.1.5. Supervisors shall maintain a log of the supervision date, duration, content and who was supervised by whom;
    - 8.1.6. Individuals licensed or certified by the NH Board of Licensing for Alcohol and Other Drug Use Professionals shall receive supervision in accordance with RSA 330-C and the rules promulgated thereunder.
- 9. Clinical Services.
  - 9.1. Each contractor shall have and adhere to a clinical care manual which includes policies and procedures related to all clinical services provided.
  - 9.2. All clinical services provided shall:
    - 9.2.1. Focus on the client's strengths;
    - 9.2.2. Be sensitive and relevant to the diversity of the clients being served;
    - 9.2.3. Be client and family centered;
    - 9.2.4. Be trauma informed, which means designed to acknowledge the impact of violence and trauma on people's lives and the importance of addressing trauma in treatment; and
  - 9.3. Upon a client's admission, the contractor shall conduct a client orientation, either individually or by group, to include the following:



Exhibit K

- 9.3.1. Rules, policies, and procedures of the contractor, program, and facility;
- 9.3.2. Requirements for successfully completing the program;
- 9.3.3. The administrative discharge policy and the grounds for administrative discharge;
- 9.3.4. All applicable laws regarding confidentiality, including the limits of confidentiality and mandatory reporting requirements; and
- 9.3.5. Requiring the client to sign a receipt that the orientation was conducted.
- 9.3.6. Upon a client's admission to treatment, the contractor shall conduct an HIV/AIDS screening, to include:
  - 9.3.7. The provision of information;
  - 9.3.8. Risk assessment;
  - 9.3.9. Intervention and risk reduction education, and
  - 9.3.10. Referral for testing, if appropriate, within 7 days of admission;
- 10. Treatment and Rehabilitation.
  - 10.1. A LADC or unlicensed counselor under the supervision of a LADC shall develop and maintain a written treatment plan for each client in accordance with TAP 21: Addiction Counseling Competencies available at <http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1> which addresses all ASAM domains.
  - 10.2. Treatment plans shall be developed as follows:
    - 10.2.1. Within 7 days following admission to any residential program; and
    - 10.2.2. No later than the third session of an ambulatory treatment program.
  - 10.3. Individual treatment plans shall contain, at a minimum, the following elements:
    - 10.3.1. Goals, objectives, and interventions written in terms that are specific, measurable, attainable, realistic and timely.
    - 10.3.2. Identifies the recipient's clinical needs, treatment goals, and objectives;
    - 10.3.3. Identifies the client's strengths and resources for achieving goals and objectives in 10.3.1 above;
    - 10.3.4. Defines the strategy for providing services to meet those needs, goals, and objectives;
    - 10.3.5. Identifies referral to outside contractors for the purpose of achieving a specific goal or objective when the service cannot be delivered by the treatment program;
    - 10.3.6. Provides the criteria for terminating specific interventions; and
    - 10.3.7. Includes specification and description of the indicators to be used to assess the individual's progress.
    - 10.3.8. Documentation of participation by the client in the treatment planning process or the reason why the client did not participate; and
    - 10.3.9. Signatures of the client and the counselor agreeing to the treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.
  - 10.4. Treatment plans shall be updated based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent.
  - 10.5. Treatment plan updates shall include:
    - 10.5.1. Documentation of the degree to which the client is meeting treatment plan goals and objectives;
    - 10.5.2. Modification of existing goals or addition of new goals based on changes in the clients functioning relative to ASAM domains and treatment goals and objectives.



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- 10.5.3. The counselor's assessment of whether or not the client needs to move to a different level of care based on changes in functioning in any ASAM domain and documentation of the reasons for this assessment.
- 10.5.4. The signature of the client and the counselor agreeing to the updated treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.
- 10.6. In addition to the individualized treatment planning in 10.3 above, all contractors shall provide client education on:
  - 10.6.1. Substance use disorders;
  - 10.6.2. Relapse prevention;
  - 10.6.3. Infectious diseases associated with injection drug use, including but not limited to, HIV, hepatitis, and TB;
  - 10.6.4. Sexually transmitted diseases;
  - 10.6.5. Emotional, physical, and sexual abuse;
  - 10.6.6. Nicotine use disorder and cessation options;
  - 10.6.7. The impact of drug and alcohol use during pregnancy, risks to the fetus, and the importance of informing medical practitioners of drug and alcohol use during pregnancy
- 10.7. Group education and counseling
  - 10.7.1. The contractor shall maintain an outline of each educational and group therapy session provided.
  - 10.7.2. All group counseling sessions shall be limited to 12 clients or fewer per counselor.
- 10.8. Progress notes
  - 10.8.1. A progress note shall be completed for each individual, group, or family treatment or education session.
  - 10.8.2. Each progress note shall contain the following components:
    - 10.8.2.1. Data, including self-report, observations, interventions, current issues/stressors, functional impairment, interpersonal behavior, motivation, and progress, as it relates to the current treatment plan;
    - 10.8.2.2. Assessment, including progress, evaluation of intervention, and obstacles or barriers; and
    - 10.8.2.3. Plan, including tasks to be completed between sessions, objectives for next session, any recommended changes, and date of next session; and
- 10.9. Residential programs shall maintain a daily shift change log which documents such things as client behavior and significant events that a subsequent shift should be made aware of.
- 11. Client Discharge and Transfer.
  - 11.1. A client shall be discharged from a program for the following reasons:
    - 11.1.1. Program completion or transfer based on changes in the client's functioning relative to ASAM criteria;
    - 11.1.2. Program termination, including:
      - 11.1.2.1. Administrative discharge;
      - 11.1.2.2. Non-compliance with the program;
      - 11.1.2.3. The client left the program before completion against advice of treatment staff; and
    - 11.1.3. The client is inaccessible, such as the client has been jailed or hospitalized; and
  - 11.2. In all cases of client discharge or transfer, the counselor shall complete a narrative discharge summary, including, at a minimum:



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- 11.2.1. The dates of admission and discharge or transfer;
- 11.2.2. The client's psychosocial substance abuse history and legal history;
- 11.2.3. A summary of the client's progress toward treatment goals in all ASAM domains;
- 11.2.4. The reason for discharge or transfer;
- 11.2.5. The client's DSM 5 diagnosis and summary, to include other assessment testing completed during treatment;
- 11.2.6. A summary of the client's physical condition at the time of discharge or transfer;
- 11.2.7. A continuing care plan, including all ASAM domains;
- 11.2.8. A determination as to whether the client would be eligible for re-admission to treatment, if applicable; and
- 11.2.9. The dated signature of the counselor completing the summary.
- 11.3. The discharge summary shall be completed:
  - 11.3.1. No later than 7 days following a client's discharge or transfer from the program; or
  - 11.3.2. For withdrawal management services, by the end of the next business day following a client's discharge or transfer from the program.
- 11.4. When transferring a client, either from one level of care to another within the same certified contractor agency or to another treatment contractor, the counselor shall:
  - 11.4.1. Complete a progress note on the client's treatment and progress towards treatment goals, to be included in the client's record; and
  - 11.4.2. Update the client assessment and treatment plan.
- 11.5. When transferring a client to another treatment contractor, the current contractor shall forward copies of the following information to the receiving contractor, only after a release of confidential information is signed by the client:
  - 11.5.1. The discharge summary;
  - 11.5.2. Client demographic information, including the client's name, date of birth, address, telephone number, and the last 4 digits of his or her Social Security number; and
  - 11.5.3. A diagnostic assessment statement and other assessment information, including:
    - 11.5.3.1. TB test results;
    - 11.5.3.2. A record of the client's treatment history; and
    - 11.5.3.3. Documentation of any court-mandated or agency-recommended follow-up treatment.
- 11.6. The counselor shall meet with the client at the time of discharge or transfer to establish a continuing care plan that:
  - 11.6.1. Includes recommendations for continuing care in all ASAM domains;
  - 11.6.2. Addresses the use of self-help groups including, when indicated, facilitated self-help; and
  - 11.6.3. Assists the client in making contact with other agencies or services.
- 11.7. The counselor shall document in the client record if and why the meeting in Section 11.6 above could not take place.
- 11.8. A contractor may administratively discharge a client from a program only if:
  - 11.8.1. The client's behavior on program premises is abusive, violent, or illegal;
  - 11.8.2. The client is non-compliant with prescription medications;
  - 11.8.3. Clinical staff documents therapeutic reasons for discharge, which may include the client's continued use of illicit drugs or an unwillingness to follow appropriate clinical interventions; or



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11.8.4. The client violates program rules in a manner that is consistent with the contractor's progressive discipline policy.

12. Client Record System.

12.1. Each contractor shall have policies and procedures to implement a comprehensive client record system, in either paper form or electronic form, or both, that complies with this section.

The client record of each client served shall communicate information in a manner that is:

- 12.1.1. Organized into related sections with entries in chronological order;
- 12.1.2. Easy to read and understand;
- 12.1.3. Complete, containing all the parts; and
- 12.1.4. Up-to-date, including notes of most recent contacts.

12.2. The client record shall include, at a minimum, the following components, organized as follows:

12.2.1. First section, Intake/Initial Information:

12.2.1.1. Identification data, including the client's:

- 12.2.1.1.1. Name;
- 12.2.1.1.2. Date of birth;
- 12.2.1.1.3. Address;
- 12.2.1.1.4. Telephone number; and
- 12.2.1.1.5. The last 4 digits of the client's Social Security number;

12.2.1.2. The date of admission;

12.2.1.3. If either of these have been appointed for the client, the name and address of:

- 12.2.1.3.1. The guardian; and
- 12.2.1.3.2. The representative payee;

12.2.1.4. The name, address, and telephone number of the person to contact in the event of an emergency;

12.2.1.5. Contact information for the person or entity referring the client for services, as applicable;

12.2.1.6. The name, address, and telephone number of the primary health care contractor;

12.2.1.7. The name, address, and telephone number of the behavioral health care contractor, if applicable;

12.2.1.8. The name and address of the client's public or private health insurance contractor(s), or both;

12.2.1.9. The client's religious preference, if any;

12.2.1.10. The client's personal health history;

12.2.1.11. The client's mental health history;

12.2.1.12. Current medications;

12.2.1.13. Records and reports prepared prior to the client's current admission and determined by the counselor to be relevant; and

12.2.1.14. Signed receipt of notification of client rights;

12.2.2. Second section, Screening/Assessment/Evaluation:

12.2.2.1. Documentation of all elements of screening, assessment and evaluation required by Exhibit A, Sections 6 and 10.2;

12.2.3. Third section, Treatment Planning:

12.2.3.1. The individual treatment plan, updated at designated intervals in accordance with Sections 10.2 – 10.5 above; and



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- 12.2.3.2. Signed and dated progress notes and reports from all programs involved, as required by Section 10.8 above;
- 12.2.4. Fourth section, Discharge Planning:
  - 12.2.4.1. A narrative discharge summary, as required by Sections 11.2 and 11.3 above;
  - 12.2.5. Fifth section, Releases of Information/Miscellaneous:
    - 12.2.5.1. Release of information forms compliant with 42 CFR, Part 2;
    - 12.2.5.2. Any correspondence pertinent to the client; and
    - 12.2.5.3. Any other information the contractor deems significant.
- 12.3. If the contractor utilizes a paper format client record system, then the sections in Section 12.3 above shall be tabbed sections.
- 12.4. If the contractor utilizes an electronic format, the sections in Section 12.3 above shall not apply provided that all information listed in Section 12.3 above is included in the electronic record.
- 12.5. All client records maintained by the contractor or its sub-contractors, including paper files, facsimile transmissions, or electronic data transfers, shall be strictly confidential.
- 12.6. All confidential information shall be maintained within a secure storage system at all times as follows:
  - 12.6.1. Paper records and external electronic storage media shall be kept in locked file cabinets;
  - 12.6.2. All electronic files shall be password protected; and
  - 12.6.3. All confidential notes or other materials that do not require storage shall be shredded immediately after use.
  - 12.6.4. Contractors shall retain client records after the discharge or transfer of the client, as follows:
    - 12.6.4.1. For a minimum of 7 years for an adult; and
    - 12.6.4.2. For a minimum of 7 years after age of majority for children.
- 12.7. In the event of a program closure, the contractor closing its treatment program shall arrange for the continued management of all client records. The closing contractor shall notify the department in writing of the address where records will be stored and specify the person managing the records.
- 12.8. The closing contractor shall arrange for storage of each record through one or more of the following measures:
  - 12.8.1. Continue to manage the records and give written assurance to the department that it will respond to authorized requests for copies of client records within 10 working days;
  - 12.8.2. Transfer records of clients who have given written consent to another contractor; or
  - 12.8.3. Enter into a limited service organization agreement with another contractor to store and manage records.
- 13. Medication Services.
  - 13.1. No administration of medications, including physician samples, shall occur except by a licensed medical practitioner working within their scope of practice.
  - 13.2. All prescription medications brought by a client to program shall be in their original containers and legibly display the following information:
    - 13.2.1. The client's name;
    - 13.2.2. The medication name and strength;
    - 13.2.3. The prescribed dose;
    - 13.2.4. The route of administration;





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- 13.2.5. The frequency of administration; and
- 13.2.6. The date ordered.
- 13.3. Any change or discontinuation of prescription medications shall require a written order from a licensed practitioner.
- 13.4. All prescription medications, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be kept on the client's person or stored in the client's room, shall be stored as follows:
  - 13.4.1. All medications shall be kept in a storage area that is:
    - 13.4.1.1. Locked and accessible only to authorized personnel;
    - 13.4.1.2. Organized to allow correct identification of each client's medication(s);
    - 13.4.1.3. Illuminated in a manner sufficient to allow reading of all medication labels; and
    - 13.4.1.4. Equipped to maintain medication at the proper temperature;
  - 13.4.2. Schedule II controlled substances, as defined by RSA 318-B:1-b, shall be kept in a separately locked compartment within the locked medication storage area and accessible only to authorized personnel; and
  - 13.4.3. Topical liquids, ointments, patches, creams and powder forms of products shall be stored in a manner such that cross-contamination with oral, optic, ophthalmic, and parenteral products shall not occur.
- 13.5. Medication belonging to personnel shall not be accessible to clients, nor stored with client medication.
- 13.6. Over-the-counter (OTC) medications shall be handled in the following manner:
  - 13.6.1. Only original, unopened containers of OTC medications shall be allowed to be brought into the program;
  - 13.6.2. OTC medication shall be stored in accordance with Section 13.4 above.
  - 13.6.3. OTC medication containers shall be marked with the name of the client using the medication and taken in accordance with the directions on the medication container or as ordered by a licensed practitioner;
- 13.7. All medications self-administered by a client, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be taken by the client without supervision, shall be supervised by the program staff, as follows:
  - 13.7.1. Staff shall remind the client to take the correct dose of his or her medication at the correct time;
  - 13.7.2. Staff may open the medication container but shall not be permitted to physically handle the medication itself in any manner;
  - 13.7.3. Staff shall remain with the client to observe them taking the prescribed dose and type of medication;
- 13.8. For each medication taken, staff shall document in an individual client medication log the following:
  - 13.8.1. The medication name, strength, dose, frequency and route of administration;
  - 13.8.2. The date and the time the medication was taken;
  - 13.8.3. The signature or identifiable initials of the person supervising the taking of said medication; and
  - 13.8.4. The reason for any medication refused or omitted.
- 13.9. Upon a client's discharge:
  - 13.9.1. The client medication log in Section 13.8 above shall be included in the client's record; and
  - 13.9.2. The client shall be given any remaining medication to take with him or her
- 14. Notice of Client Rights



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- 14.1. Programs shall inform clients of their rights under these rules in clear, understandable language and form, both verbally and in writing as follows:
  - 14.1.1. Applicants for services shall be informed of their rights to evaluations and access to treatment;
  - 14.1.2. Clients shall be advised of their rights upon entry into any program and at least once a year after entry;
  - 14.1.3. Initial and annual notifications of client rights in Section 14 above shall be documented in the client's record; and
- 14.2. Every program within the service delivery system shall post notice of the rights, as follows:
  - 14.2.1. The notice shall be posted continuously and conspicuously;
  - 14.2.2. The notice shall be presented in clear, understandable language and form; and
  - 14.2.3. Each program and residence shall have on the premises complete copies of rules pertaining to client rights that are available for client review.
15. Fundamental Rights.
  - 15.1. No person receiving treatment for a substance use disorder shall be deprived of any legal right to which all citizens are entitled solely by reason of that person's admission to the treatment services system.
16. Personal Rights.
  - 16.1. Persons who are applicants for services or clients in the service delivery system shall be treated by program staff with dignity and respect at all times.
  - 16.2. Clients shall be free from abuse, neglect and exploitation including, at a minimum, the following:
    - 16.2.1. Freedom from any verbal, non-verbal, mental, physical, or sexual abuse or neglect;
    - 16.2.2. Freedom from the intentional use of physical force except the minimum force necessary to prevent harm to the client or others; and
    - 16.2.3. Freedom from personal or financial exploitation.
  - 16.3. Clients shall have the right to privacy.
17. Client Confidentiality
  - 17.1. All contractors shall adhere to the confidentiality requirements in 42 CFR part 2.
  - 17.2. In cases where a client, attorney or other authorized person, after review of the record, requests copies of the record, a program shall make such copies available free of charge for the first 25 pages and not more than 25 cents per page thereafter.
  - 17.3. If a minor age 12 or older is treated for drug abuse without parental consent as authorized by RSA 318:B12-a, the following shall apply:
    - 17.3.1. The minor's signature alone shall authorize a disclosure; and
    - 17.3.2. Any disclosure to the minor's parents or guardians shall require a signed authorization to release.
18. Client Grievances
  - 18.1. Clients shall have the right to complain about any matter, including any alleged violation of a right afforded by these rules or by any state or federal law or rule.
  - 18.2. Any person shall have the right to complain or bring a grievance on behalf of an individual client or a group of clients.
  - 18.3. The rules governing procedures for protection of client rights found at He-C 200 shall apply to such complaints and grievances.
19. Treatment Rights.
  - 19.1. Each client shall have the right to adequate and humane treatment, including:
    - 19.1.1. The right of access to treatment including:



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- 19.1.1.1. The right to evaluation to determine an applicant's need for services and to determine which programs are most suited to provide the services needed;
- 19.1.1.2. The right to provision of necessary services when those services are available, subject to the admission and eligibility policies and standards of each program; and
- 19.1.2. The right to quality treatment including:
  - 19.1.2.1. Services provided in keeping with evidence-based clinical and professional standards applicable to the persons and programs providing the treatment and to the conditions for which the client is being treated;
- 19.1.3. The right to receive services in such a manner as to promote the client's full participation in the community;
- 19.1.4. The right to receive all services or treatment to which a person is entitled in accordance with the time frame set forth in the client's individual treatment plan;
- 19.1.5. The right to an individual treatment plan developed, reviewed and revised in accordance with Sections 10.1 – 10.5 above which addresses the client's own goals;
- 19.1.6. The right to receive treatment and services contained in an individual treatment plan designed to provide opportunities for the client to participate in meaningful activities in the communities in which the client lives and works;
- 19.1.7. The right to service and treatment in the least restrictive alternative or environment necessary to achieve the purposes of treatment including programs which least restrict:
  - 19.1.7.1. Freedom of movement; and
  - 19.1.7.2. Participation in the community, while providing the level of support needed by the client;
- 19.1.8. The right to be informed of all significant risks, benefits, side effects and alternative treatment and services and to give consent to any treatment, placement or referral following an informed decision such that:
  - 19.1.8.1. Whenever possible, the consent shall be given in writing; and
  - 19.1.8.2. In all other cases, evidence of consent shall be documented by the program and shall be witnessed by at least one person;
- 19.1.9. The right to refuse to participate in any form of experimental treatment or research;
- 19.1.10. The right to be fully informed of one's own diagnosis and prognosis;
- 19.1.11. The right to voluntary placement including the right to:
  - 19.1.11.1. Seek changes in placement, services or treatment at any time; and
  - 19.1.11.2. Withdraw from any form of voluntary treatment or from the service delivery system;
- 19.1.12. The right to services which promote independence including services directed toward:
  - 19.1.12.1. Eliminating, or reducing as much as possible, the client's needs for continued services and treatment; and
  - 19.1.12.2. Promoting the ability of the clients to function at their highest capacity and as independently as possible;
- 19.1.13. The right to refuse medication and treatment;
- 19.1.14. The right to referral for medical care and treatment including, if needed, assistance in finding such care in a timely manner;
- 19.1.15. The right to consultation and second opinion including:
  - 19.1.15.1. At the client's own expense, the consultative services of:



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- 19.1.15.1.1. Private physicians;
- 19.1.15.1.2. Psychologists;
- 19.1.15.1.3. Licensed drug and alcohol counselors; and
- 19.1.15.1.4. Other health practitioners; and
- 19.1.15.2. Granting to such health practitioners reasonable access to the client, as required by Section 19.1.15, in programs and allowing such practitioners to make recommendations to programs regarding the services and treatment provided by the programs;
- 19.1.16. The right, upon request, to have one or more of the following present at any treatment meeting requiring client participation and informed decision-making:
  - 19.1.16.1. Guardian;
  - 19.1.16.2. Representative;
  - 19.1.16.3. Attorney;
  - 19.1.16.4. Family member;
  - 19.1.16.5. Advocate; or
  - 19.1.16.6. Consultant; and
- 19.1.17. The right to freedom from restraint including the right to be free from seclusion and physical, mechanical or pharmacological restraint.
- 19.2. No treatment professional shall be required to administer treatment contrary to such professional's clinical judgment.
- 19.3. Programs shall, whenever possible, maximize the decision-making authority of the client.
- 19.4. In furtherance of Section 19.3 above, the following provisions shall apply to clients for whom a guardian has been appointed by a court of competent jurisdiction:
  - 19.4.1. The program shall ensure that in the course of service provision, the guardian and all persons involved in the provision of service are made aware of the client's views, preferences and aspirations;
  - 19.4.2. A guardian shall only make decisions that are within the scope of the powers set forth in the guardianship order issued by the court;
  - 19.4.3. The program shall request a copy of the guardianship order from the guardian and the order shall be kept in the client's record at the program;
  - 19.4.4. If any issues arise relative to the provision of services and supports which are outside the scope of the guardian's decision-making authority as set forth in the guardianship order, the client's choice and preference relative to those issues shall prevail unless the guardian's authority is expanded by the court to include those issues;
  - 19.4.5. A program shall take such steps as are necessary to prevent a guardian from exceeding the decision-making authority granted by the court including:
    - 19.4.5.1. Reviewing with the guardian the limits on his or her decision-making authority; and
    - 19.4.5.2. If necessary, bringing the matter to the attention of the court that appointed the guardian;
  - 19.4.6. The guardian shall act in a manner that furthers the best interests of the client;
  - 19.4.7. In acting in the best interests of the client, the guardian shall take into consideration the views, preferences and aspirations of the client;
  - 19.4.8. The program shall take such steps as are necessary to prevent a guardian from acting in a manner that does not further the best interests of the client and, if necessary, bring the matter to the attention of the court that appointed the guardian; and



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- 19.4.9. In the event that there is a dispute between the program and the guardian, the program shall inform the guardian of his or her right to bring the dispute to the attention of the probate court that appointed the guardian.
20. Termination of Services.
- 20.1. A client shall be terminated from a contractor's service if the client:
- 20.1.1. Endangers or threatens to endanger other clients or staff, or engages in illegal activity on the property of the program;
  - 20.1.2. Is no longer benefiting from the service(s) he or she is receiving;
  - 20.1.3. Cannot agree with the program on a mutually acceptable course of treatment;
  - 20.1.4. Refuses to pay for the services that he or she is receiving despite having the financial resources to do so; or
  - 20.1.5. Refuses to apply for benefits that could cover the cost of the services that he or she is receiving despite the fact that the client is or might be eligible for such benefits.
- 20.2. A termination from a contractor's services shall not occur unless the program has given both written and verbal notice to the client and client's guardian, if any, that:
- 20.2.1. Give the effective date of termination;
  - 20.2.2. List the clinical or management reasons for termination; and
  - 20.2.3. Explain the rights to appeal and the appeal process pursuant to He-C 200.
- 20.3. A contractor shall document in the record of a client who has been terminated that:
- 20.3.1. The client has been notified of the termination; and
  - 20.3.2. The termination has been approved by the program director.
21. Client Rights in Residential Programs.
- 21.1. In addition to the foregoing rights, clients of residential programs shall also have the following rights:
- 21.1.1. The right to a safe, sanitary and humane living environment;
  - 21.1.2. The right to privately communicate with others, including:
    - 21.1.2.1. The right to send and receive unopened and uncensored correspondence;
    - 21.1.2.2. The right to have reasonable access to telephones and to be allowed to make and to receive reasonable numbers of telephone calls except that residential programs may require a client to reimburse them for the cost of any calls made by the client;
    - 21.1.2.3. The right to receive and to refuse to receive visitors except that residential programs may impose reasonable restrictions on the number and time of visits in order to ensure effective provision of services; and
  - 21.1.3. The right to engage in social and recreational activities including the provision of regular opportunities for clients to engage in such activities;
  - 21.1.4. The right to privacy, including the following:
    - 21.1.4.1. The right to courtesies such as knocking on closed doors before entering and ensuring privacy for telephone calls and visits;
    - 21.1.4.2. The right to opportunities for personal interaction in a private setting except that any conduct or activity which is illegal shall be prohibited; and
    - 21.1.4.3. The right to be free from searches of their persons and possessions except in accordance with applicable constitutional and legal standards;
  - 21.1.5. The right to individual choice, including the following:
    - 21.1.5.1. The right to keep and wear their own clothes;
    - 21.1.5.2. The right to space for personal possessions;
    - 21.1.5.3. The right to keep and to read materials of their own choosing;
    - 21.1.5.4. The right to keep and spend their own money; and



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- 21.1.5.5. The right not to work and to be compensated for any work performed, except that:
  - 21.1.5.5.1. Clients may be required to perform personal housekeeping tasks within the client's own immediate living area and equitably share housekeeping tasks within the common areas of the residence, without compensation; and
  - 21.1.5.5.2. Clients may perform vocational learning tasks or work required for the operation or maintenance of a residential program, if the work is consistent with their individual treatment plans and the client is compensated for work performed; and
- 21.1.6. The right to be reimbursed for the loss of any money held in safekeeping by the residence.
- 21.2. Nothing in Section 21 shall prevent a residence from having policies governing the behavior of the residents.
- 21.3. Clients shall be informed of any house policies upon admission to the residence.
- 21.4. House policies shall be posted and such policies shall be in conformity with this section.
- 21.5. House policies shall be periodically reviewed for compliance with this section in connection with quality assurance site visits.
- 21.6. Notwithstanding Section 21.1.4.3 above, contractors may develop policies and procedures that allow searches for alcohol and illicit drugs be conducted:
  - 21.6.1. Upon the client's admission to the program; and
  - 21.6.2. If probable cause exists, including such proof as:
    - 21.6.2.1. A positive test showing presence of alcohol or illegal drugs; or
    - 21.6.2.2. Showing physical signs of intoxication or withdrawal.

**New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services**



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**State of New Hampshire  
Department of Health and Human Services  
Amendment #2 to the  
Substance Use Disorder Treatment and Recovery Support Services Contract**

This 2<sup>nd</sup> Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment 2") dated this 15<sup>th</sup> day of May, 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and South Eastern New Hampshire Alcohol and Drug Abuse Services (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 272 County Farm Road, Dover, NH, 03820.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on March 23, 2016 (Item #6), and amended by an agreement (Amendment #1 to the Contract) approved on June 29, 2016 (Item #25) by Governor and Executive Council, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18, and Exhibit C-1 Paragraph 3, the Department reserves the right to renew the Contract for up to two additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council; and

WHEREAS, the parties agree to extend the completion date of the agreement by three (3) months, and increase the price limitation.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

1. General Provisions (Form P-37), Block 1.6, to add Account Numbers:  
05-095-092-920510-33820000-102-500734  
05-095-092-920510-33840000-102-500734
2. General Provisions (Form P-37), Block 1.7, to read September 30, 2017.
3. General Provisions (Form P-37), Block 1.8, to increase Price Limitation to read: \$1,743,000.
4. General Provisions (Form P-37), Block 1.9, to read Jonathan V. Gallo, Esq., Interim Director of Contracts and Procurement.
5. General Provisions (Form P-37), Block 1.10 to read 603-271-9246.
6. Add to Exhibit A, Section 1.3 to read:
  - 1.3 Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennium.



**New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services**

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

5/18/17  
Date

[Signature]  
Katja S. Fox  
Director

South Eastern New Hampshire Alcohol and Drug Abuse Services

5/18/17  
Date

[Signature]  
Name: Sharon Drake  
Title: CEO

Acknowledgement of Contractor's signature:

State of NH, County of Strafford on 5/18/17, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

[Signature]  
Signature of Notary Public or Justice of the Peace

Angela M Gervais, Notary  
Name and Title of Notary or Justice of the Peace

My Commission Expires: 12/23/19

**ANGELA M. GERVAIS  
Notary Public - New Hampshire  
My Commission Expires December 23, 2019**



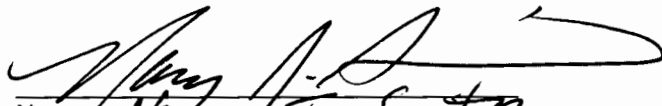
**New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services**



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6/8/2017  
Date

  
Name: Nancy J. Smith  
Title: S. Asst. Attorney General

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SOUTH EASTERN NEW HAMPSHIRE ALCOHOL AND DRUG ABUSE SERVICES is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on August 21, 1979. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 64991



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 2nd day of May A.D. 2017.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

# CERTIFICATE OF VOTE

I, Robert Ullrich, do hereby certify that:

(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Southeastern NH Alcohol & Drug Abuse Services.

(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of

the Agency duly held on May 10, 2017:

(Date)

**RESOLVED:** That the Sharon Drake

(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of


the 18th day of May, 2017.

(Date Contract Signed)

4. Sharon Drake is the duly elected Chief Operating Officer (CEO) of the Agency.

(Name of Contract Signatory)

(Title of Contract Signatory)



(Signature of the Elected Officer)

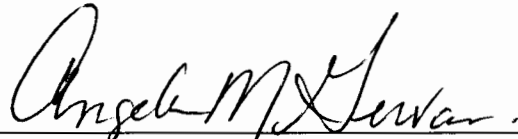
STATE OF NEW HAMPSHIRE

County of Strafford

The forgoing instrument was acknowledged before me this 18th day of May, 2017,

By Robert Ullrich.

(Name of Elected Officer of the Agency)



(Notary Public/Justice of the Peace)

NOTARY SEAL

Commission Expires: 12/23/19

**ANGELA M. GERVAIS**  
Notary Public - New Hampshire  
My Commission Expires December 23, 2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> USI Insurance Services, LLC 75 John Roberts Road, Building C South Portland, ME 04106 855 874-0123	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 855 874-0123      FAX (A/C, No): 877-775-0110 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE      NAIC # INSURER A : Philadelphia Indemnity Insuranc      18058 INSURER B : MEMIC Indemnity Co      11030 INSURER C : INSURER D : INSURER E : INSURER F :
<b>INSURED</b> Southeastern New Hampshire Drug & Alcohol Abuse Services 272 County Farm Road Dover, NH 03820	

**COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK1572280	11/01/2016	11/01/2017	EACH OCCURRENCE      \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence)      \$1,000,000 MED EXP (Any one person)      \$20,000 PERSONAL & ADV INJURY      \$1,000,000 GENERAL AGGREGATE      \$3,000,000 PRODUCTS - COM/OP AGG      \$3,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PHPK1572280	11/01/2016	11/01/2017	COMBINED SINGLE LIMIT (Ea accident)      \$1,000,000 BODILY INJURY (Per person)      \$ BODILY INJURY (Per accident)      \$ PROPERTY DAMAGE (Per accident)      \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10000			PHUB562225	11/01/2016	11/01/2017	EACH OCCURRENCE      \$1,000,000 AGGREGATE      \$1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			3102800341	11/01/2016	11/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT      \$500,000 E.L. DISEASE - EA EMPLOYEE      \$500,000 E.L. DISEASE - POLICY LIMIT      \$500,000
A	Professional Liab			PHPK1572280	11/01/2016	11/01/2017	\$1,000,000 Ea. Incident \$3,000,000 Aggregate

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Named Insured Continues: dba Southeastern NH Services dba Southeastern NH Services Foundation

<b>CERTIFICATE HOLDER</b> State of New Hampshire Department of Health and Human Services 129 Pleasant Street Concord, NH 03301	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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## **Southeastern NH Alcohol & Drug Abuse Services**

### Mission

To provide the highest possible quality addiction treatment to help persons who are in need of these services.

### Philosophy

Southeastern NH Services recognizes that many addicted persons who are most in need of addiction treatment services are very limited in their financial means. As a charitable organization, the Agency will subsidize the cost of non-reimbursed services through contributions so that services will be available to all in need regardless of ability to pay. Therefore, the Agency will seek funding from a variety of resources both public and private.

To promote the availability of services, to champion practices which help prevent chemical dependency, to overcome myths and misconceptions commonly held about addicted persons who are detrimental to the welfare and independence of addicted persons, and to provide advocacy on their behalf, the Agency is committed to an ongoing program of prevention and education activities.

The Agency is dedicated to continuing its historic practice of responding to the emerging needs of the addicted population. It is committed to pro-actively encouraging all forms of free access and to maintaining the highest quality and availability of services. Accordingly, the Agency will continue to advocate for and work cooperatively toward mutual goals with appropriate existing private, voluntary, and tax-supported programs, as well as groups, such as AA, NA and Al-Anon.

The Agency believes that it is essential to preserve its integrity, independence and identity as an organization dedicated to providing a variety of treatment services for addicted people. Our good name and the good will of the agency's contributors, who make our programs possible, mandate our very best efforts to preserve accountability, provide prudent, effective services, management of contributed resources, and to carry out fundraising in accordance with accepted ethical standards.

*Financial Statements*

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**SOUTHEASTERN NEW HAMPSHIRE  
ALCOHOL & DRUG ABUSE SERVICES  
AND AFFILIATE**

**CONSOLIDATED FINANCIAL STATEMENTS  
FOR THE YEARS ENDED JUNE 30, 2016 AND 2015  
AND  
INDEPENDENT AUDITORS' REPORT**

**SOUTHEASTERN NEW HAMPSHIRE ALCOHOL & DRUG ABUSE SERVICES  
AND AFFILIATE**

**CONSOLIDATED FINANCIAL STATEMENTS  
FOR THE YEARS ENDED JUNE 30, 2016 AND 2015**

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Consolidated Statements of Activities	4
Consolidated Statements of Cash Flows	5
Consolidated Statements of Functional Expenses	6 – 7
Notes to Consolidated Financial Statements	8 -13

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To the Board of Directors of  
Southeastern New Hampshire Alcohol & Drug Abuse Services and Affiliate  
Dover, New Hampshire

## **INDEPENDENT AUDITORS' REPORT**

We have audited the accompanying consolidated financial statements of Southeastern New Hampshire Alcohol & Drug Abuse Services and Affiliate (New Hampshire nonprofit organizations), which comprise the consolidated statements of financial position as of June 30, 2016 and 2015, and the related consolidated statements of activities, cash flows and functional expenses for the years then ended, and the related consolidated notes to the financial statements.

### **Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and the fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

### **Auditors' Responsibility**

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.



## Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of Southeastern New Hampshire Alcohol & Drug Abuse Services and Affiliate as of June 30, 2016 and 2015, and the changes in its consolidated net assets, and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

*Leone, McDonnell & Roberts  
Professional Association*

Dover, New Hampshire  
November 16, 2016

**SOUTHEASTERN NEW HAMPSHIRE ALCOHOL & DRUG ABUSE SERVICES  
AND AFFILIATE**

**CONSOLIDATED STATEMENTS OF FINANCIAL POSITION  
JUNE 30, 2016 AND 2015**

**ASSETS**

	<u>2016</u>	<u>2015</u>
Cash, Organization	\$ 594,688	\$ 690,300
Cash, Affiliate	87,101	101,607
Accounts receivable	184,011	222,112
Prepaid expenses	7,031	14,266
Property and equipment, net	<u>461,775</u>	<u>114,252</u>
Total	<u>\$ 1,334,606</u>	<u>\$ 1,142,537</u>

**LIABILITIES AND NET ASSETS**

Liabilities		
Accounts payable	\$ 124,836	\$ 16,699
Accrued payroll and related taxes	95,622	70,206
Accrued expenses	17,850	22,979
Capital lease	18,791	-
Refundable advances	<u>15,000</u>	<u>15,000</u>
Total liabilities	<u>272,099</u>	<u>124,884</u>
Net assets		
Unrestricted:		
Board designated	25,000	25,000
Undesignated	<u>1,037,507</u>	<u>992,653</u>
Total unrestricted net assets	<u>1,062,507</u>	<u>1,017,653</u>
Total	<u>\$ 1,334,606</u>	<u>\$ 1,142,537</u>

See Notes to Consolidated Financial Statements

**SOUTHEASTERN NEW HAMPSHIRE ALCOHOL & DRUG ABUSE SERVICES  
AND AFFILIATE**

**CONSOLIDATED STATEMENTS OF ACTIVITIES  
FOR THE YEARS ENDED JUNE 30, 2016 AND 2015**

	<u>2016</u>	<u>2015</u>
<b>CHANGES IN UNRESTRICTED NET ASSETS</b>		
<b>PUBLIC SUPPORT AND REVENUE</b>		
State of New Hampshire:		
Division of Alcohol & Drug Abuse Prevention and Recovery	\$ 541,646	\$ 510,239
Division of Alcohol & Drug Abuse Prevention and Recovery-Drug court	485,033	605,170
Division of Alcohol & Drug Abuse Prevention and Recovery-FOR Women	37,113	68,944
Division of Alcohol & Drug Abuse Prevention and Recovery-Incentive	5,025	28,985
Access to recovery	-	15,530
Medicaid and Medicaid Expansion	360,586	96,882
Commercial insurance	50,783	-
Client fees	217,781	185,539
Strafford County support	45,000	45,000
Other program revenues	35,731	31,535
Grant income	30,000	26,250
Federal and state probate	45,967	38,326
Donations	23,233	25,813
Other revenue	9,270	2,338
	1,887,168	1,680,551
Total public support and revenue		
<b>EXPENSES</b>		
<b>Program services:</b>		
Outpatient services	296,870	221,125
Comprehensive services	187,909	238,917
Impaired driver intervention program	176,895	156,395
Community education program	35,338	30,518
Drug court program	671,338	594,506
Detoxification program	5,841	7,609
FOR women program	110,247	100,330
	1,484,438	1,349,400
<b>Supporting activities:</b>		
General management	357,864	318,384
Fundraising	12	-
	357,876	318,384
Total supporting activities		
Total expenses	1,842,314	1,667,784
<b>INCREASE IN UNRESTRICTED NET ASSETS</b>	44,854	12,767
<b>GAIN ON DISPOSAL OF VEHICLES</b>	-	15,750
<b>INCREASE IN UNRESTRICTED NET ASSETS</b>	44,854	28,517
<b>NET ASSETS, BEGINNING OF YEAR</b>	1,017,653	989,136
<b>NET ASSETS, END OF YEAR</b>	\$ 1,062,507	\$ 1,017,653

See Notes to Consolidated Financial Statements

**SOUTHEASTERN NEW HAMPSHIRE ALCOHOL & DRUG ABUSE SERVICES  
AND AFFILIATE**

**CONSOLIDATED STATEMENTS OF CASH FLOWS  
FOR THE YEARS ENDED JUNE 30, 2016 AND 2015**

	<u>2016</u>	<u>2015</u>
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Changes in net assets	\$ 44,854	\$ 28,517
Gain on disposal of vehicles	-	(15,750)
Adjustments to reconcile changes in net assets to net cash provided by (used in) operating activities:		
Depreciation	22,672	28,149
(Increase) decrease in assets:		
Accounts receivable	38,101	(118,734)
Prepaid expenses	7,235	6,608
Increase (decrease) in liabilities:		
Accounts payable	(4,831)	1,449
Accrued payroll and related taxes	25,416	(5,489)
Accrued expenses	(5,129)	977
Refundable advances	-	3,750
	<u>128,318</u>	<u>(70,523)</u>
<b>NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES</b>		
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Cash from sale of vehicles	-	16,000
Acquisition costs - construction in process	(235,979)	(22,454)
Acquisition of property and equipment	-	-
	<u>(235,979)</u>	<u>(6,454)</u>
<b>NET CASH USED IN INVESTING ACTIVITIES</b>		
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>		
Repayment of capital lease	(2,457)	-
	<u>(2,457)</u>	<u>-</u>
<b>NET CASH USED IN FINANCING ACTIVITIES</b>		
<b>NET DECREASE IN CASH</b>	(110,118)	(76,977)
<b>CASH, BEGINNING OF YEAR</b>	<u>791,907</u>	<u>868,884</u>
<b>CASH, END OF YEAR</b>	<u>\$ 681,789</u>	<u>\$ 791,907</u>
<b>SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION</b>		
Cash paid during the year for:		
Interest	<u>\$ 5,011</u>	<u>\$ -</u>
Noncash Transactions:		
Construction in process - accounts payable	<u>\$ 112,968</u>	<u>\$ -</u>
Capital lease - office equipment	<u>\$ 21,250</u>	<u>\$ -</u>
Discounted rent	<u>\$ 6,000</u>	<u>\$ 6,000</u>

See Notes to Consolidated Financial Statements

**SOUTHEASTERN NEW HAMPSHIRE ALCOHOL & DRUG ABUSE SERVICES  
AND AFFILIATE**

**CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES  
FOR THE YEAR ENDED JUNE 30, 2016**

**PROGRAM SERVICES**

	<b>OUTPATIENT SERVICES</b>	<b>COMPREHENSIVE SERVICES</b>	<b>IMPAIRED DRIVER INTERVENTION PROGRAM</b>	<b>COMMUNITY EDUCATION PROGRAM</b>	<b>DRUG COURT PROGRAM</b>
Salaries and wages	\$ 173,950	\$ 85,520	\$ 117,281	\$ 5,491	\$ 471,460
Employee benefits	50,146	29,584	21,177	1,583	56,327
Payroll taxes	14,488	6,335	9,048	419	33,482
Professional fees	-	-	-	-	-
Subcontractors	-	-	-	15,850	4,715
Rent	15,296	21,817	3,743	2,139	14,331
Occupancy	11,247	13,597	2,992	1,237	30,846
Food	1,817	14,278	917	407	25,410
Telephone	3,860	2,428	1,904	1,605	4,088
Insurance	2,213	2,213	2,213	2,213	7,526
Depreciation	4,001	4,725	1,831	305	9,591
Travel	111	470	153	4	333
Equipment rental and maintenance	614	559	323	299	1,465
Client recreation and treatment	885	149	763	149	427
Office supplies and expense	4,614	1,406	1,509	1,313	2,972
State administration fee	19	9	10	9	19
Medical expense	137	2,252	-	-	2,098
Dues and subscriptions	333	191	4,254	3	867
Printing and reproduction	254	82	205	198	164
Postage	1,902	136	363	136	401
Bank charges	78	-	4,544	1,224	-
Advertising	521	657	166	152	2,266
Interest expense	1,100	830	564	517	1,480
Other	9,284	671	2,935	85	1,070
<b>Total functional expenses before allocation of management and general expenses</b>	<b>296,870</b>	<b>187,909</b>	<b>176,895</b>	<b>35,338</b>	<b>671,338</b>
<b>Allocation of management and general expenses to conform with requirements of the State of New Hampshire</b>	<b>54,707</b>	<b>94,361</b>	<b>9,965</b>	<b>7,619</b>	<b>123,855</b>
<b>Total</b>	<b>\$ 351,577</b>	<b>\$ 282,270</b>	<b>\$ 186,860</b>	<b>\$ 42,957</b>	<b>\$ 795,193</b>

See Notes to Consolidated Financial Statements

**SUPPORTING ACTIVITIES**

<u>ETOXIFICATION PROGRAM</u>	<u>FOR WOMEN</u>	<u>TOTAL PROGRAM SERVICES</u>	<u>GENERAL MANAGEMENT</u>	<u>FUNDRAISING</u>	<u>TOTAL SUPPORTING ACTIVITIES</u>	<u>TOTAL</u>
-	\$ 74,069	\$ 927,771	\$ 149,016	\$ -	\$ 149,016	\$ 1,076,787
-	18,349	177,166	28,313	-	28,313	205,479
-	5,359	69,131	11,102	-	11,102	80,233
-	-	-	147,798	-	147,798	147,798
-	-	20,565	-	-	-	20,565
2,139	-	59,465	-	-	-	59,465
2,046	1,013	62,978	-	-	-	62,978
204	-	43,033	-	-	-	43,033
47	1,692	15,624	-	-	-	15,624
885	4,426	21,689	443	-	443	22,132
458	1,761	22,672	-	-	-	22,672
-	453	1,524	-	-	-	1,524
-	268	3,528	-	-	-	3,528
-	-	2,373	-	-	-	2,373
8	1,333	13,155	20,797	-	20,797	33,952
-	8	75	75	-	75	150
39	352	4,878	-	-	-	4,878
2	56	5,706	-	-	-	5,706
-	82	985	-	-	-	985
-	136	3,074	(2)	-	(2)	3,072
-	-	5,848	322	12	334	6,180
13	284	4,059	-	-	-	4,059
-	520	5,011	-	-	-	5,011
-	85	14,130	-	-	-	14,130
5,841	110,247	1,484,438	357,864	12	357,876	1,842,314
13,464	32,258	336,229	(336,229)	-	(336,229)	-
19,305	\$ 142,505	\$ 1,820,667	\$ 21,635	\$ 12	\$ 21,647	\$ 1,842,314

**SOUTHEASTERN NEW HAMPSHIRE ALCOHOL & DRUG ABUSE SERVICES  
AND AFFILIATE**

**CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES  
FOR THE YEAR ENDED JUNE 30, 2015**

**PROGRAM SERVICES**

	<u>OUTPATIENT SERVICES</u>	<u>COMPREHENSIVE SERVICES</u>	<u>IMPAIRED DRIVER INTERVENTION PROGRAM</u>	<u>COMMUNITY EDUCATION PROGRAM</u>	<u>DRUG COURT PROGRAM</u>
Salaries and wages	\$ 132,268	\$ 145,065	\$ 105,301	\$ 3,044	\$ 387,164
Employee benefits	39,300	14,008	13,032	1,358	75,692
Payroll taxes	9,680	11,021	8,821	274	27,559
Professional fees	-	-	-	-	-
Subcontractors	-	-	-	13,410	3,550
Rent	14,653	21,271	3,683	2,105	13,904
Occupancy	9,909	15,176	3,426	1,445	30,495
Food	1,586	12,467	824	345	23,011
Telephone	1,900	2,325	1,498	486	3,651
Insurance	2,217	2,217	2,217	2,217	7,542
Depreciation	2,446	6,708	2,327	485	10,683
Travel	93	225	414	-	296
Equipment rental and maintenance	927	3,281	715	366	1,902
Client recreation and treatment	605	387	3,490	167	440
Office supplies and expense	2,131	1,397	758	590	3,796
State administration fee	75	-	-	-	-
Medical expense	54	2,468	-	-	2,945
Dues and subscriptions	419	100	2,955	1,570	360
Printing and reproduction	274	53	436	925	106
Postage	255	486	518	411	449
Bank charges	57	-	4,451	1,202	-
Advertising	133	67	32	29	196
Other	2,143	195	1,497	89	785
<b>Total functional expenses before allocation of management and general expenses</b>	<b>221,125</b>	<b>238,917</b>	<b>156,395</b>	<b>30,518</b>	<b>594,506</b>
Allocation of management and general expenses to conform with requirements of the State of New Hampshire	44,590	91,299	8,031	6,645	103,311
<b>Total</b>	<b>\$ 265,715</b>	<b>\$ 330,216</b>	<b>\$ 164,426</b>	<b>\$ 37,163</b>	<b>\$ 697,817</b>

See Notes to Consolidated Financial Statements

SUPPORTING ACTIVITIES

<u>TOXIFICATION PROGRAM</u>	<u>FOR WOMEN</u>	<u>TOTAL PROGRAM SERVICES</u>	<u>GENERAL MANAGEMENT</u>	<u>FUNDRAISING</u>	<u>TOTAL SUPPORTING ACTIVITIES</u>	<u>TOTAL</u>
-	\$ 67,780	\$ 840,622	\$ 155,479	\$ -	\$ 155,479	\$ 996,101
-	12,068	155,458	27,986	-	27,986	183,444
-	4,599	61,954	12,219	-	12,219	74,173
-	-	-	111,530	-	111,530	111,530
-	-	16,960	-	-	-	16,960
2,105	-	57,721	-	-	-	57,721
3,370	442	64,263	-	-	-	64,263
172	-	38,405	-	-	-	38,405
345	1,047	11,252	140	-	140	11,392
887	4,438	21,733	444	-	444	22,177
174	5,142	27,965	184	-	184	28,149
-	796	1,824	-	-	-	1,824
54	850	8,095	-	-	-	8,095
-	-	5,089	-	-	-	5,089
254	970	9,896	5,235	-	5,235	15,131
-	-	75	-	-	-	75
15	486	5,968	-	-	-	5,968
55	95	5,554	-	-	-	5,554
53	53	1,900	38	-	38	1,938
50	461	2,630	384	-	384	3,014
2	-	5,712	336	-	336	6,048
29	29	515	-	-	-	515
44	1,076	5,809	4,409	-	4,409	10,218
7,609	100,330	1,349,400	318,384	-	318,384	1,667,784
1,050	51,586	306,512	(306,512)	-	(306,512)	-
8,659	\$ 151,916	\$ 1,655,912	\$ 11,872	\$ -	\$ 11,872	\$ 1,667,784



**SOUTHEASTERN NEW HAMPSHIRE ALCOHOL & DRUG ABUSE SERVICES  
AND AFFILIATE**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
FOR THE YEARS ENDED JUNE 30, 2016 AND 2015**

**NOTE 1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**General**

Southeastern New Hampshire Alcohol & Drug Abuse Services (the Organization) is a New Hampshire nonprofit organization providing treatment, rehabilitation and intervention services to alcoholics, narcotic addicts, and alcohol and drug abusers, substantially all of whom are residents of New Hampshire. A majority of revenue is derived from contracts with the State of New Hampshire.

Southeastern New Hampshire Alcohol & Drug Abuse Services Foundation (the Affiliate) is also a New Hampshire nonprofit organization that was established to raise funds for the Organization. A majority of the revenue is derived from direct public support.

**Basis of Accounting**

The consolidated financial statements have been prepared on the accrual basis of accounting in accordance with accounting principles general accepted in the United States of America, as promulgated by the Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC).

**Principles of Consolidation**

The accompanying consolidated financial statements have been prepared for the Organization and the Affiliate due to the Organization being the sole beneficiary of the Affiliate. All material intercompany transactions have been eliminated.

**Basis of Presentation**

Financial statement presentation follows the recommendations of the FASB ASC No. 958-210 *Financial Statements of Not-for-Profit Organizations*. Under FASB ASC 958-210, the Organization and the Affiliate (as consolidated) are required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets. The classes of net assets are determined by the presence or absence of donor restrictions. As of June 30, 2016 and 2015, the Organization had no permanently or temporarily restricted net assets.

**Use of Estimates**

The preparation of consolidated financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Actual results could differ from those estimates.

**Cash Equivalents**

Cash equivalents include all highly liquid investments with an original maturity date of three months or less. There were no cash equivalents at June 30, 2016 and 2015.

**Accounts Receivable**

Accounts receivable is stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible amounts through a provision for bad debt expense and an adjustment to a valuation allowance based on its assessment of the current status of individual receivables from grants, contracts, and others. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to the applicable accounts receivable. At June 30, 2016, there is an allowance of \$15,000 and at June 30, 2015, no allowance was deemed necessary.

**Property and Equipment**

Purchases of property and equipment are recorded at cost. Donations of property and equipment are recorded as support at their estimated fair value at the date of donation. Costs for repairs and maintenance are charged against operations. Renewals and betterments, which materially extend the life of the assets, are capitalized. Depreciation is provided for using the straight line method in amounts designed to amortize the cost of the assets over their estimated useful lives as follows:

Leasehold improvements	15 - 39 years
Equipment and furniture	3 - 7 years

Property and equipment at June 30, 2016 and 2015 consisted of the following:

	<u>2016</u>	<u>2015</u>
Leasehold improvements	\$ 407,730	\$ 407,730
Construction in process	371,401	22,454
Equipment and furniture	<u>249,509</u>	<u>228,259</u>
	1,028,640	658,443
Less accumulated depreciation	<u>566,865</u>	<u>544,191</u>
Property and equipment, net	<u>\$ 461,775</u>	<u>\$ 114,252</u>

**Costs Incurred – Construction in Process**

Property and equipment include costs for construction in process. These costs were incurred to bring the facility up to ADA (American with Disabilities Act) standards. The construction is substantially complete as of the report date.

### **Accrued Vacation**

The Organization has accrued liabilities for future compensated leave time that its employees have earned and which is vested with the employees. The amounts totaled \$35,197 and \$28,306, at June 30, 2016 and 2015, respectively.

### **Refundable Advances**

Revenues received in advance are recorded as refundable advances and recognized as revenue in the period in which the related services are provided or costs are incurred.

### **Contributed Support**

Contributed support is reported as unrestricted or as restricted depending on the existence of donor or time stipulations that limit the use of the support. The Organization records donor-restricted contributions whose restrictions are met in the same reporting period as unrestricted support.

### **Income Taxes**

The Organization and the Affiliate are exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. The Internal Revenue Service (IRS) has determined them to be other than private foundations.

Management has reviewed the tax positions for the Organization under ASC No. 740, "Accounting for Income Taxes" and determined that the application of FASB ASC No. 740 did not have a material impact on the consolidated financial statements. FASB ASC No. 740 establishes financial accounting and disclosure requirements for recognition and measurement of uncertain tax positions taken or expected to be taken on a U.S. information return. There were no uncertain tax positions as of June 30, 2016 and 2015, and all tax years from 2012 forward are open and subject to examination authorities.

### **Functional Allocation of Expenses**

The costs of providing the various programs and other activities have been summarized in the consolidated statement of activities. Accordingly, certain costs have been allocated among the program services and supporting activities benefited.

### **Advertising**

Advertising costs are expensed as incurred.

### **Concentrations of Risk**

The Organization maintains its cash balances at one financial institution. The balances are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000. As of June 30, 2016 and 2015, the uninsured balances were \$349,576 and \$464,082, respectively.

A majority of the Organization's services are derived from services performed for New Hampshire citizens. The main source of revenue for the Organization is derived from contracts with the State of New Hampshire. These contracts

represent 57% and 73%, respectively, of the Organization's public support and revenue for the fiscal years ended June 30, 2016 and 2015. The accounts receivable related to these contracts totaled \$94,584 and \$195,644 at June 30, 2016 and 2015, respectively. The Organization does not require collateral or other security to support these financial instruments.

**Fair Value of Financial Instruments**

Unless otherwise indicated, fair values of all reported assets and liabilities that are financial instruments approximate the carrying values of such amounts.

**NOTE 2. BOARD DESIGNATED UNRESTRICTED NET ASSETS**

The Board of Directors designated \$25,000, of unrestricted net assets for each of the fiscal years ended June 30, 2016 and 2015. The designation was established to provide for pension contributions for the fiscal years ending June 30, 2017 and 2016, respectively.

**NOTE 3. LEASE COMMITMENTS**

The Organization leases facilities under the terms of a noncancelable operating lease agreement which will expire in December 2025. Future minimum rental payments as of June 30, 2016 are:

Year ending June 30:		
2017	\$	53,800
2018		53,800
2019		53,800
2020		53,800
2021		53,800
Thereafter		<u>242,100</u>
Total	\$	<u>511,100</u>

Total rent expense was \$59,465 and \$57,721 for the years ended June 30, 2016 and 2015, respectively.

**NOTE 4. CONTINGENCIES**

The Organization receives funds from various funding sources. Under the terms of the agreements, the Organization is required to use the funds for purposes specified by the governing laws and regulations. If expenditures were found not to have been made in compliance with the laws and regulations, the Organization might be required to repay the funds. No provisions have been made for this contingency because specific amounts, if any, have not been determined or assessed by government audits as of June 30, 2016 and 2015.

**NOTE 5. RETIREMENT PLAN**

The Organization maintains a tax sheltered annuity plan qualified under Section 403(b) of the Internal Revenue Code. The plan covers substantially all full-time employees of the Organization. The Organization makes matching contributions up to 3% of gross salaries for qualified employees. Employees may make contributions to the plan up to the maximum amount allowed by the Internal Revenue Code. Plan expenses were approximately \$21,905 and \$21,588 for the years ended June 30, 2016 and 2015, respectively.

**NOTE 6. IN-KIND DONATION**

The Organization receives a discount for the rental of certain real estate. For the years ended June 30, 2016 and 2015, the total value of this contribution was \$6,000 for each year.

**NOTE 7. LINE OF CREDIT**

The Organization has a revolving line of credit agreement with a bank in the amount of \$50,000 for the years ended June 30, 2016 and 2015. The line requires monthly interest payments on the unpaid principal balance at the rate of 1.50% over the bank's stated index. The rate charged ranged from 4.75% – 5.00% during the fiscal years ended June 30, 2016 and 2015. The line of credit is secured by a security interest in all business assets. The Organization is required to annually observe thirty consecutive days without an outstanding balance. At June 30, 2016 and 2015, there was no outstanding balance on the line.

**NOTE 8. CAPITAL LEASE**

During the year ended June 30, 2016, Southeastern New Hampshire Alcohol & Drug Abuse Services leased two copiers with a total value of \$21,250 under a five year noncancelable lease. The minimum lease payments are scheduled to be \$620 each month with an imputed interest rate of 24.67%. The future minimum lease payments at June 30, 2016, are:

Year ending June 30,	
2017	\$ 7,436
2018	7,436
2019	7,436
2020	<u>7,436</u>
Total	29,744
Less: amount representing interest	<u>(10,953)</u>
Present value of net minimum lease payments	<u>\$ 18,791</u>

The assets and accumulated amortization are included in property and equipment. See **Note 1**.

**NOTE 9. RECLASSIFICATIONS**

Certain items from the June 30, 2015 consolidated financial statements have been reclassified in order to enhance the comparability to the June 30, 2016 consolidated financial statements.

**NOTE 10. SUBSEQUENT EVENTS**

Subsequent events have been evaluated through November 16, 2016, the date when the consolidated financial statements were available to be issued.

**SENHS Board of Directors 2016-2017**

**Patte Ardizzoni**, Rockingham County Community Action Program – Vice President

**Frank Cassidy**, CARE Pharmacy

**Devin Fleming**, Bottomline Technologies

**Dr. Robert Gaetjens**, Retired

**Dr. Lawrence Kane**, Retired

**Kevin MacLeod**, Owner Comfort Inn

**Alec McEachern**, Principal/Attorney, Shaines & McEachern P.A.

**Thomas Parks, Jr.**, Retired Workers Comp Mediator – Treasurer/Secretary

**Mark Stickney**, Spinglass Management Group

**Robert Ullrich**, NexDine, LLC - President

**Bill Webb**, Retired

## Sharon Drake

### OBJECTIVE

Management level leadership position utilizing community relations, program development, housing oversight, grant writing, networking, fund development, financial, strategic planning/thinking, collaborative processing, board development/management, and managerial experience with opportunity for high community impact and personal growth.

#### **June 2016 to Present** – *CEO Southeastern NH Alcohol & Drug Services, Dover, NH*

Directly responsible for the administration, development, management and operations of Southeastern NH Services residential programs (28-day and transitional living), outpatient services programs (including women's intensive outpatient program, Drug Court, 1:1 and groups, etc.), and the impaired driver program according to established policies and procedures.

- Directly manages all aspects of \$2.2M dollar+ annual budget including state & federal funds, private foundation and trusts, grant writing, fundraising, donor solicitation and relations, reports to all funders/donors, etc.
- Responsible for building visibility of agency, programs, and public policy positions and community impact.
- Provide vision, continuity, and leadership to ensure that mission and strategic plan are carried out.
- Oversees day-to-day operations, administration, and finances to include development of job specific and organization wide policies and procedures.
- Recruiting, developing, and managing all staff (currently 35 total full and part time staff).
- Provides direct supervision and leadership to the Management Team who oversees all day-to-day operations, programs, and clinical functions (consists of Office Manager/HR Officer, Assistant Clinical Director, Clinical Director, and CEO).
- Assists the Board of Trustees in developing a financial plan to fund programming, including new initiatives and strategies that will propel the agency forward (i.e., third party billing, service expansion, etc.).
- Works with the Board of Trustees in mission development, vision development, strategic planning and goal fulfillment.
- Reports directly to the Board of Trustees on all Southeastern NH Services activities.

#### **November 2008 to June 2016** – *CEO, Serenity Place, Manchester, NH*

Directly responsible for the administration, development, management and operations of Serenity Place's education programs, withdrawal management program, transitional living programs, intensive outpatient program, open access program, and the REAP (DUI) program according to established policies and procedures.

- Directly manages all aspects of \$1.6M dollar+ annual budget including state & federal funds, private foundation and trusts, grant writing, fundraising, donor solicitation and relations, reports to all funders/donors, etc.
- Responsible for building visibility of agency, programs, and public policy positions and community impact.
- Provide vision, continuity, and leadership to ensure that mission and strategic plan are carried out.
- Oversees day-to-day operations, administration, and finances to include development of job specific and organization wide policies and procedures.
- Recruiting, developing, and managing all staff (currently 45 total full and part time staff).



- Provides direct supervision and leadership to the Management Team who oversees all day-to-day operations, programs, and clinical functions (consists of Controller/HR Officer, Development Director, Clinical Director, and Program Director).
- Assists the Board of Directors in developing a financial plan to fund programming, including new initiatives and strategies that will propel the agency forward (i.e., third party billing, Affordable Care Act, etc.).
- Works with the Board of Directors in mission development, vision development, strategic planning and goal fulfillment.
- Reports directly to the Board of Directors on all Serenity Place activities.

**December 2007 to November 2008 - Executive Director, Women's Business Center, Portsmouth, NH**

- Member organization for over 350 woman-owned businesses.
- Provide vision, continuity, and leadership to ensure that mission and strategic plan are accomplished.
- Directly proposes and manages all aspects of the WBC annual budget (\$300,000+) including state, federal and private foundation grant writing, fundraising, event planning, donor relations, reporting to all funders/donors, etc.
- Manages development and delivery of curriculum related to programs for members and the public.
- Creates and manages database systems to track all counseling, training, membership demographics, and donor information.
- Oversees day-to-day operations, administration, and finances to include development of job specific and organization wide policies and procedures.
- Recruiting, developing, and managing all staff.
- Manage the image of the WBC and advocating for women business owners.
- Increasing WBC visibility through marketing and publications.
- Reports directly to the Board of Directors.

**March 1996 to August 2007 – Program Director, New Hampshire Community Loan Fund, Concord, NH**  
NH Statewide IDA Collaborative: Assisted low-income individuals to save more than \$1 Million and purchase more than \$30 Million in assets.

- Program creation and development which has included policies and procedures, template and forms, and handbook.
- Recruitment of local community partner organizations (more than 20) statewide which has included training of local organization staff.
- Grant writing/fundraising – more than \$1.7 million in federal program funds and nearly \$6 million in public/private funds including CDFA tax credits.
- Managed development of Access Database Management System for tracking of individual savings, match, funds raised, demographic, training, and other information for reporting purposes.
- Problem-solve and network with all partners through daily contact and/or quarterly Community Partner Meetings.
- Develop and manage annual budgets, controlled expenses, purchased capital equipment when necessary, and worked closely with Finance Department on accounting systems.
- Traveled nationally as an expert in the field.

Home of Your Own Program: Assisted 81 low-income individuals to become homeowners.

- Program development which has included process for delivering homebuyer education to individuals with disabilities and their support teams.
- Created financial packages for potential homeowners and worked closely with lending partners and closing agents through the purchase process.
- Working closely with area agencies for developmental services and other vendor organizations statewide.
- Develop and manage annual budgets, controlled expenses, purchased capital equipment when necessary, and worked closely with Finance Department on accounting systems.

- Grant writing/fundraising – more than \$1 million in funds for down payment, closing costs, and rehab associated to purchase through local and regional foundations and the Federal Home Loan Bank of Boston’s Affordable Housing Program.
- Supervise and train all in-house staff associated to program.
- Maintain and manage external relations with financial institutions and funding partners which include NH Housing Finance Authority, NH Bureau of Developmental and Behavioral Health Services, NH Developmental Disabilities Council, foundations, etc.
- Understand and educate teams on housing issues as it relates to individual budgets and Medicaid funding.

*Transitional Housing and Special Needs Housing Program: Assisted local community organizations to develop loan request packages to NHCLF. After approval of loans, provided long-term technical assistance and portfolio management.*

**Education:**

- Notre Dame College, Manchester, NH – Bachelor of Science Degree in Psychology, Graduate May 1999
- New Hampshire Technical Institute, Concord, NH – Associate in Science Degree in Human Services, Graduate August 1994
- Graduate and Ongoing Student at NeighborWorks® America Training Institutes (transcript of courses completed available upon request)

**Other Activities:**

- Past Chair, Governor Appointed Position on the Emergency Shelter & Homeless Coordination Commission (Member since 1994, Chair since 2006) (Commission disbanded 2011)
- Certified Instructor National Crisis Prevention & Intervention Institute since 1995
- 2005 Graduate Institute for Nonprofit Management Antioch New England Graduate School
- 1995 Graduate Dale Carnegie Course – Highest Achievement Award Recipient
- 1995 Graduate Leadership Concord, Concord Chamber of Commerce
- 2012 Graduate Leadership Manchester, Greater Manchester Chamber of Commerce
- Current Board Member: Healthcare for the Homeless/CMC, Manchester, NH
- Former Board Member PACE (Professional Association of Council Executives), Washington, DC

# NICHOLAS D. PFEIFER, LICSW, MLADC



## WORK EXPERIENCE

**Clinical Director.** *Southeastern New Hampshire Services, Dover, NH.* Directly supervise agency clinical programs and personnel; QA/QI in development and maintenance of all clinical programs; Engage in program development and operational changes; Assist in management of development and implementation of internal policies and procedures; Oversee and provide trainings on clinical and operational topics; Maintain compliance with federal, state, and local regulations; Ensure effective provision of clinical services to all programs; Assist in preparation of annual operating budget; Report on program development, fiscal budgetary status, and proposed operational changes; Ensure efficacy of clinical approaches and standards in all programs. January 2017 - Present.

**Adjunct Faculty.** *New England College, School of Graduate and Professional Studies, Henniker, NH.* Teach graduate courses at various cohorts for Master's in Counseling program (Substance Abuse and Addiction, Intern Seminar); Develop and present course curriculum; Review and grade papers. July 2010 - Present.

**Clinical SUD Coordinator.** *Beacon Health Strategies, Manchester, NH.* Established/Coordinated benefit for Substance Use Disorders (SUD) for health plan (Well Sense) as a Managed Care Organization (MCO) for expanded Medicaid; Worked with co-workers/supervisors to provide ongoing development of knowledge with SUD; Conduct SUD program site reviews and assess compliance with State and Beacon rules and regulations for programming; Establish and maintain professional relationships with the State of NH, residential SUD programs, and other facilities providing services (outpatient, residential, IOP/PHP, Outpatient, etc.); Maintain communication with supervisors and health plan regarding expansion of SUD services; Utilize clinical knowledge/experience to conduct utilization reviews with agencies for approval of appropriate SUD treatment; Work with members to establish services to address issues related to SUD; Complete reports and maintain clinical/administrative documentation. October 2014 – December 2016.

**Fee-for-Service Clinician.** *Riverbend Community Mental Health Center, Concord, NH.* Provide individual psychotherapy for adult outpatient clients; Complete intake assessments and evaluations on new clients; Form diagnostic formulations and individual service plans with clients; Maintain clinical documentation; Establish and maintain relationships with referral sources and community supports. April 2013 - October 2014.

**Clinical Supervisor.** *Center for Life Management, Derry, NH.* Provide clinical supervision for clinicians of the Assertive Community Treatment (ACT) team; Coordinate, consult and supervise substance abuse and dual diagnosis services throughout the agency; Provide individual and group psychotherapy services to adult clients; Complete intake assessments and evaluations on new clients; Form diagnostic formulations and individual service plans with clients; Complete substance abuse assessments/evaluations; Provide individual and group supervision to clinicians working in the adult program; Establish and maintain relationships with referral sources and community supports. October 2010 - October 2014.

**Adult Outpatient Clinician.** *Center for Life Management, Derry, NH.* Provide individual and group psychotherapy for adult outpatient clients; Communicate with clinical and medical staff regarding clients and clinical practice; Complete intake assessments and evaluations on new clients; Form diagnostic formulations and individual service plans with clients; Provide individual and group supervision to agency employees and interns; Provide case and program consultation for delivery of substance abuse and co-occurring disorder services; Complete substance abuse assessments/evaluations; Establish and maintain relationships with referral sources and community supports. August 2007 - October 2010.

**Program Director.** *WestBridge Community Services, Manchester, NH.* Coordinated staffing of residential dual disorders program to ensure required level of service to clients; Provided direct supervision to staff; Worked with other members of the leadership team to provide ongoing program development; Provided individual and group counseling; Facilitated and co-facilitate Family Education and Support sessions; Reviewed all admissions documentation for completeness; Ensured program compliance with local, state and federal regulations; Identified and took corrective actions to address maintenance issues with facility; Communicated with the treatment team daily on participant progress; Supported staff in understanding and assisting participant needs. October 2005 - February 2007.

**Residential Counselor.** *WestBridge Community Services, Manchester, NH.* Assisted clients with co-occurring disorders in working towards goals identified during intake process; Facilitated and co-facilitated group counseling/therapy sessions; Maintained working relationships with participants, families, agencies, and resources; Responded to client crises and emergencies; Documented developments and important events in accordance with clinical policies; Attended staff meetings, case conferences, and required trainings; Served as a role model through positive, appropriate conduct and participation at agency events. September 2005 - October 2005.

**WORK EXPERIENCE (CON'T)**

**Outpatient Therapist/LADC.** *Carroll County Mental Health, Wolfeboro, NH.* Performed formal substance abuse assessments for courts and multiple offender programs; Worked with clients on an ongoing basis and assisted with the development of treatment plans; Counseled clients in individual and family formats to work towards established goals; Maintained working relationships with agencies and resources; Responded to client crises and emergencies; Documented developments and important events in accordance with clinical policies. August 2003 - August 2004.

**Program Supervisor.** *Child and Family Services, Manchester, NH.* Developed and supervised outpatient/intensive outpatient substance abuse treatment program; Recruited and trained program staff; Provided daily supervision of clinical team; Coordinated team's efforts for interdisciplinary approach to treatment; Facilitated team meetings and intra and inter agency communications; Oversaw the development of the treatment protocols and schedule of services; Reported to the Community Advisory Board on program development, service volume and resource allocation challenges; Worked closely with consulting medical services to insure that individual treatment plans were appropriate; Insured that all program counselors implemented individual treatment plans; Served as primary counselor for up to six clients, providing individual, group and family counseling; Documented and maintained individual client records; Supervised all clinical documentation by conducting chart program reviews. August 2002 - June 2003.

**Program Director.** *Phoenix House, Phoenix Academy at Dublin, Dublin, NH.* Planned, implemented and managed staffing to ensure required level of service to clients; Ensured training and clinical supervision were provided; Directed and evaluated contract utilization and programming to meet requirements and achieve contract renewal; Ensured program compliance with local, state and federal regulations; Oversaw community mobilization and local fundraising activities; Developed budget and monitored and reported to supervisor on budget line items; Conducted and monitored the occurrence of case conferences and staff, safety, and quality assurance meetings; Led staff to understand and cooperatively undertake actions to meet client needs. January 2001 - August 2002.

**Assistant Program Director.** *Phoenix House, Phoenix Academy at Dublin, Dublin, NH.* Directly supervised clinical staff and provided and/or oversaw clinical staff training; Oversaw record keeping, caseload management, quality assurance, and utilization review as directed; Monitored balance of clinical, educational recreational, cultural, and public relations activities; Monitored the formulation and completion of treatment plans, progress notes, and group notes; Assisted in planning future programming, budgeting, and compliance with local, state, and federal regulations; Promoted the organization through positive role modeling and participation at special events; Managed a specific caseload and provided individual, group and family counseling; Assumed responsibility for the overall program in the absence of the Program Director. September 1999 - January 2001.

**Substance Abuse Counselor.** *Marathon/Phoenix House, The Lodge at Dublin, Dublin, NH.* Performed client screening, intake, orientation, and assessment functions necessary to complete admission; Assisted clients in development of individual treatment plans and monitored their progress; Counseled clients in individual, group, and family formats; Maintained working relationships with agencies, resources and families; Responded to client crises and emergencies; Documented developments and important events in accordance with clinical policies; Attended staff meetings, case conferences, and required trainings; Served as a role model through positive, appropriate conduct and participation at agency events. July 1997 - September 1999.

**EDUCATION**

**Master of Social Work.** University of New Hampshire, Durham, NH. 2005.

**Bachelor of Arts in Personality/Social Psychology.** Keene State College, Keene, NH. 1997.

**Associate of Science in Human Services/Mental Health.** New Hampshire Technical Institute, Concord, NH. 1995.

**RELEVANT CERTIFICATIONS/LICENSES/APPOINTMENTS**

- Licensed Independent Clinical Social Worker (LICSW) - State of New Hampshire. Since 2010.
- Master Licensed Alcohol and Drug Counselor (MLADC) - State of New Hampshire. Since 2002.
- Internationally Certified Advanced Alcohol and Drug Abuse Counselor (ICAADAC) & MLADC - IC&RC. Since 2002
- Appointed to the Board of Licensing for Alcohol and Other Drug Use Professionals, State of NH. Since March 2017.

**REFERENCES**

Available upon request.

# Denise Arnold

[REDACTED]

[REDACTED]

Accomplished financial professional, with 20+ years of experience directing complex financial operations for multi-million and billion dollar global companies; proven history of driving revenue growth, pioneering effective strategies, and reengineering business processes to improve efficiency.

Strong record of leading motivated cross-functional teams and building cohesiveness amongst disparate stakeholders; particularly adept at breaking down even the most complex financial strategies into actionable, achievable steps.

Areas of Expertise Include: Strategic Development, Planning, and Execution • IT Integration • Workforce Optimization Change Management • P&L Accountability • Internal and External Audits • Personnel Training and Management • Risk Assessment and Management • Operational Analysis/Improvements • Financial Reporting • Forecasting

## Work Experience

### Controller

#### Southeastern NH Services

Dover, NH

Responsibilities

Ensuring sound fiscal accounting practices in accordance with GAAP; for establishing accounting systems and practices to ensure compliance with those practices and policies and procedures; manage business accounting department staff and day-to-day financial requirements including budgeting, analysis, general ledger, payroll, maximizing revenues and collections; and maintain all financial records and produce such financial reports as are required by management and necessary to ensure a clean audit.

### Senior Financial Consultant

#### Robert Half International

2015-2017

Portsmouth, NH

Responsibilities

Provide companies with interim assistance.

Accomplishments

Sarbanes Oxley documentation

Policy and procedure documentation

Cost Savings Analysis

Budget Planning Assistance

## **Director of Finance**

### **Formed Fiber Technologies**

-

Auburn, ME

December 2013 to July 2015

#### **Responsibilities**

Treasury Management. Cash Flow Planning and Management. A/R and Credit Management. Preparation and Maintenance of Policy and Procedures. Banking Reporting, Daily, weekly and Monthly Borrowing Base reports. Forecasting and annual AOP development. Preparation of Monthly Financial packages for the Board of Directors and external principals. Balance Sheet reviews. Audit Liaison.

#### **Accomplishments**

.Managing cash flow from a negative beginning point to a clear and concise plan of meeting obligations allowing for capital purchasing to meet company objectives.

.Streamlining department to reduce headcount by half while meeting all deadlines. Creating efficiency and reducing duplication and non value add tasks.

.Working as member of senior team create and plan strategy to bring profit margin from -3% to 13% by end of 2015.

#### **Skills Used**

Setting expectations for each employee. Challenging employees to dig deeper.

## **VP Finance**

### **Brueckner Group USA, Inc.**

-

Portsmouth, NH

January 2012 to October 2013

Spearhead comprehensive financial analyses and management for multinational operations. Oversee change management during major mergers and acquisitions. Generate quarterly and annual budgets, long-term strategic plans, and monthly/yearly forecasts. Monitor and reconcile in-depth internal and Treasury reporting. Prepare in-depth company forecasts; recommend and implement best practices. Direct response to and preparation for Annual External Audit. Lead risk assessment for all potential investments. Establish benchmarks and develop strategies to achieve/exceed ambitious targets. Ensure regulatory compliance and efficiency; lead initiatives to cut costs. Serve as company's primary point of contact for global financial entities, streamlining communications and building cohesiveness amongst disparate stakeholders. Prepare and present quarterly financial reports for senior management in Germany.

- Directed financial aspect for merger of three distinct international companies; developed and implemented financial standards and best practices to fit new corporate identity.
- Developed and managed \$65 million annual budget.
- Led comprehensive workforce restructuring that improved organizational design, increased productivity, and eliminated inefficiencies.
- Pioneered development and integration of customized enterprise software solutions that improved existing processes and reduced waste.
- Created and refined companywide Policies and Procedures Manual, translating complex financial processes into accessible, user-friendly language.

## **Americas Sales Controller**

**Fairchild Semiconductor**

-

South Portland, ME

June 2010 to March 2011

### **AMERICAS SALES CONTROLLER**

Held total financial accountability for all sales in North and South America. Led all strategic development, planning, and execution efforts, closely analyzing existing competitive landscape and leading cross-functional sales teams in market penetration initiatives. Assessed existing financial conditions and optimized opportunities for reduction of costs and territory expansion. Prepared comprehensive Quarterly Financial Forecast (QFF); ensured compliance with QFF and AOP across multiple regions. Reviewed balance sheets, investigating and resolving discrepancies. Analyzed sales by region; met with sales representatives to target potential areas of growth and identify key business drivers. Determined Spend Analysis by region. Drove highly effective revenue recognition initiatives, achieving multimillion dollar revenue growth and increasing market share.

- Overhauled Accounts Receivable (AR)/Credit processes, successfully maintaining 98% of all AR with DSO of 40 days or less; eliminated backlog.
- Led efficiency optimization project that reduced workforce by 50% while maintaining quality control and productivity levels.
- Negotiated and managed all sales contracts; ensured contractual compliance of distribution operations worldwide.
- Developed and oversaw sales compensation plan and commissions, incentivizing growth; set ambitious goals and mentored team members in best practices to realize the same.

## **Controller**

**Thermo Fisher Scientific**

-

Billerica, MA

October 2005 to June 2010

Ensured efficiency, accuracy, and regulatory compliance of all financial operations in busy multinational company. Directed monthly, quarterly, and annual financial reporting. Created and analyzed comparative sales reporting by region, entity, product, and representative; recommended policies to maximize growth. Oversaw all product reporting, identifying underperforming lines both regionally and globally. Managed Sarbanes Oxley (404) compliance. Analyzed AOP vs. actuals and adjusted procedures accordingly. Directed spend analyses for all sites. Created complex models for margin and sales optimization.

- Prepared and ensured compliance to \$350 million annual budget.
- Acted as Project Manager in high-level initiatives, including international consolidations and alignment of procedures to meet Thermo Fisher's 5-Day Guidelines.
- Spearheaded revenue recognition for multiple locations concurrently.

## **Accounting Manager/Controller**

**Cogebi**

-

Dover, NH

June 2004 to October 2005

Led financial analysis and management of \$10 million annual budget; recruited, trained, and supervised accounting staff. Set overall policies and procedures; built cohesiveness amongst disparate stakeholders to achieve cohesiveness around overhaul in strategic planning.

- Pioneered new financial reporting standards, complementing and reflecting new regional and product strategies.
- Introduced enhancements to companywide purchasing processes, effectively eliminating excess inventories.

## **Accounting Manager**

**TissueLink Medical, Inc**

April 2003 to October 2003

### **ACCOUNTING MANAGER**

Recruited to reengineer accounting department, overhauling best practices. Reorganized documentation, procurement, and financial operations. Eliminated waste and redundancies; ensured smooth change management during division's transition.

- Acted as Project Manager for Sarbanes-Oxley Compliance Initiative.
- Successfully reduced closing processes to an average of 4 days.

## **Business Analyst**

**Irving Oil**

December 2001 to December 2002

- Determine category strategy, role, tactics, and establish measurable objectives
- Continually monitor and measure category performance and determine necessary changes to the strategy and tactics
- Prepare annual budgets and monthly forecasts
- Prepare and analyze category sales and forecasts with inventory mix %
- Like-kind analysis
- Preparation of daily Margin Analysis reports by geographical region
- Data modeling to achieve specific results
- Determine IRR for new site planning
- Monthly KPI's

## **Supply Chain Analyst**

**Celestica**

May 1999 to December 2001

- Provide and Present KPI's - Monthly Metrics to measure operating results
- Prepare pricing models for New Product Introduction
- Bills of materials costing and maintenance
- Coordinate and Consolidate MOR reporting with Engineering, Operations and Finance
- Analysis of Excess, Surplus and Obsolete
- Cycle counting, valuation and analysis
- PPV identification and analysis
- Weekly inventory roadmap/dashboard analysis
- ABC inventory categorizing for cycle counting and security
- Performance measurement of buyers
- Monthly Financial Package and Management Operating Results package
- Analysis of actual costs to pricing models to evaluate performance.

Celestica - Financial Reporting Manager

- Overall Closing Process Manager providing day-to-day management of team
- Coordinate the closing schedule for the multi-site environment



- Develop and Maintain Finance Metrics
- Establish, coordinate and drive monthly balance sheet reconciliation review
- Work with new acquisitions to integrate their reporting into newly developed site-reporting package
- Supervise Fixed Assets staff including capital budgeting and asset management
- Supervise Payroll Staff; verify accuracy of reconciliation's, reporting and analysis
- Provide information for all supplemental reporting and Business Unit Managers request
- Risk Analysis of Accounts Receivable and Inventory Reserves
- Establish, Audit and maintain processes to maintain integrity of financial reporting

## **Senior Accountant/Financial Reporting Lead**

### **Sprague Energy**

November 1997 to May 1999

- Oversee the General Ledger and the monthly closing process
- Authorize and verify journal entries
- Prepare and evaluate monthly financial package, quarterly audit package and monthly forecast report
- Prepare month end journal entries and reconciliations to ensure the consistency and accuracy of strategic business units' profit margin and inventory information
- Ensure the accuracy of financial information consulting with management on financial and business issues
- Create and modify all financial reports to better evaluate performance of strategic business units via STS, Hyperion and Excel
- Preparation of 5 year Strategic Plan and Annual Budget

### **Education**

**BS in Accounting – Franklin Pierce College**

**Marco Alexander Andrew Thompson, LICSW, MLADC**



**Objective** *To Obtain a Challenging Position Enabling Me to Sharpen My Supervisory Skill Set and Enhance My Professional Development as a Director*

**Education** **Licensed Independent Clinical Social Worker (LICSW)**

- LICSW certified with unrestricted licensure for direct, clinical practice within the State of New Hampshire
- License number: 1662

**Masters Licensed Alcohol and Drug Counselor (MLADC)**

- MLADC certified with unrestricted licensure for direct clinical practice and supervision
- License number: 0936

Graduate, **University of New Hampshire Graduate School** 2010: Durham, New Hampshire

- Masters in Social Work with a concentration in Direct Practice and Counseling
- Additional Coursework in Addiction, Person-Centered Planning, and Technology

Graduate, **University of New Hampshire** 2008: Durham, New Hampshire

- B.A., Justice Studies and Sociology

Graduate, **Brookline High School** 2004: Brookline, MA

**Work Experience** **Southeastern New Hampshire Services: Assistant Clinical Director** **Dover, NH**  
*July 2016 – Currently Employed*

- Direct supervision of agency clinical programs and personnel as directed by the Clinical Director.
- Quality assurance/improvement in developing and maintenance of all clinical records and programs offered by the Agency.
- Assist with grant and proposal writing.
- Maintain compliance with federal, state, and local regulations.
- Oversee screening, training, and supervising of existing and new staff to develop and build an effective organization.
- Retain working relationship with organizations, service providers, and other agencies.
- Maintain a high level of professional and ethical standards.
- Reports to Clinical Director of program development, fiscal budgetary status, and proposed operational changes as required.
- Assists in preparation of annual operating budget with Clinical Director and CEO.
- Schedules and leads regular case conferences. Promotes and maintains an atmosphere which encourages and facilitates a client review process to ensure coordinated, comprehensive, and individualized provision of client services.
- Oversees the training of new employees in the Staff Code of Ethics and confidentiality policies.
- Assists in managing the physical plant(s).
- Assists the management of development and implementation of internal policies and procedures with the CEO.
- Any other duties as assigned by CEO and/or Board of Trustees.

**Southeastern New Hampshire Services: Intensive Out-Patient Clinical Program Director** **Dover, NH**  
*January 2013 – July 2016*

- Responsible for the direct management of the daily activities of the Drug Court Treatment Program and the direct care of the clients assigned to the program.
- Acts as the Treatment Coordinator and primary liaison for the Strafford County Drug Treatment Court Program, with regard to the clinical treatment of Drug Court participants.
- Responsible for maintaining an environment of safety, compassion, dignity and respect.

**Work  
Experience  
(Cont'd)**

- Facilitates of individual and group counseling to the clients in the Drug Court Treatment Program.
- Maintains a caseload of clients and completion of all paperwork including client charting, intake summaries, record keeping, general correspondence, discharge summaries and chart completion.
- Participates and facilitates weekly staff meetings and daily team meetings as requested by the Executive Director.
- Provides input specific to client needs, progress, and motivation.
- Communicates all information pertinent to client safety and progress to appropriate staff and management.
- Reviews and sign off on time sheets and give to Executive Director.
- Assists with hiring, training and clinical supervision of current and new employees/ interns in the IOP Program.

**Southeastern New Hampshire Services: Intensive Out-Patient Counselor**

**Dover, NH**

*June 2010 – January 2013*

- Providing Intensive Out-Patient Counseling and Mental Health Therapy for Strafford County Drug Treatment Court
- Conducting individual and group counseling sessions while maintaining a caseload of clients
- Creating and delivering psycho-educational lectures on a variety of topics related to recovery from substance abuse
- Completing all patient paperwork, including intake summaries, substance abuse evaluations, individual and curriculum Based Treatment Planning, progress notes, general recordkeeping, correspondence, and discharge summaries
- Participating in clinical supervision, weekly staff meetings, daily group processing and planning sessions, and regular meetings with Drug Court Case Managers, Superior Court Justices, County Attorneys and Probation and Parole Officers

**Graduate Assistant**

**University of New Hampshire Durham, NH**

*August 2008 – May 2010*

**The Graduate School**

- Graduate assistant for the Office of the Dean of the University of New Hampshire Graduate School in Thompson Hall
- Undergraduate recruitment and retention officer for underrepresented UNH students
- Liaison between the UNH Graduate School, McNair Scholars Program, and Multi-Cultural Student Organizations such as the Black Student Union, Diversity Support Coalition, and the Office of Multi-Cultural Student Affairs
- Event and banquet organizer for minority undergraduate students and major Graduate School programs including the Graduate Research Conference (GRC)
- Active Participant in the President's Commission on the Status of People of Color
- Lead accountant for Graduate School student programming

**Research and Teacher's Assistant**

**University of New Hampshire Durham, NH**

*August 2009 – May 2010*

**Graduate School Department of Social Work**

- Research and teacher's assistant for both Jerry Marx and Anne Broussard – Social Work Department Chairs
- Assisted professors in the research and drafting of peer reviewed articles, texts and publications and covered and
- Covered and substitute taught undergraduate social work classes

**Community Assistant**

**University of New Hampshire Durham, NH**

*September 2007 – May 2008*

**Department of Residential Life**

- Maintained a safe and comfortable living environment for residents through consistent assessment and appropriate intervention when needed, The Gables Apartment Complex, Approximately, 100 Students
- Established trusted and effective two way communication with all residents and staff
- Created and implemented creative activities designed to support total student growth including academic success, appreciating differences and the value of good citizenship
- Offered myself as a role model by ensuring my scholastic achievement, being a dependable employee, a responsible citizen, and compassionate, available friend

**Resident Adviser**

**University of New Hampshire Durham, NH**

*August 2006 – May 2007*

**Department of Residential Life**

- Maintained a safe and comfortable living environment for residents through consistent assessment and appropriate intervention when needed, Lord Hall Ground Floor, Approximately 16 Students
- Created and implemented creative activities designed to support total student growth including academic success, appreciating differences and the value of good citizenship
- Offered myself as a role model by ensuring my scholastic achievement.

**Advanced  
Clinical  
Internship**

**Southeastern New Hampshire Services**  
*Second Year of Graduate School, 2009-2010*

**Dover, NH**

- Conducted individual and group counseling sessions while maintaining a caseload of clients
- Developed and delivered psycho-educational lectures on a variety of topics related to recovery from addiction
- Completed all related paperwork, including intake summaries, substance abuse evaluations, individual and curriculum based treatment planning, progress notes, general recordkeeping, correspondence, and discharge summaries
- Participated in clinical supervision, weekly staff meetings, daily group processing and planning sessions, and regular meetings with Drug Court Case Managers, Superior Court Justices, County Attorneys and Probation and Parole Officers

**Publications**

**Publications and Peer Reviewed Articles**

- Published in the University of New Hampshire's collection of freshman memoirs & essays: Showtime, Transitions, 2004
- Published in the University of New Hampshire online research journal: Cultural Clash and Mismatch Among Minority Students, *Sociological Perspectives*, 2005
- Published in AFFILIA: Journal of Women and Social Work, Stressors and Coping Strategies Used by Single Mothers Living in Poverty, May 2012





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**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**DIVISION OF BEHAVIORAL HEALTH**

Jeffrey A. Meyers  
 Commissioner

Katja S. Fox  
 Director

129 PLEASANT STREET, CONCORD, NH 03301  
 603-271-9422 1-800-852-3345 Ext. 9422  
 Fax: 603-271-8431 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

4/29/16 #25

June 16, 2016

Her Excellency, Governor Margaret Wood Hassan  
 and the Honorable Council  
 State House  
 Concord, New Hampshire 03301

**REQUESTED ACTION**

1. Authorize the Department of Health and Human Services, Bureau of Drug and Alcohol Services, to enter into amendments to existing Agreements with the Vendors listed below, except for Tri-County Community Action Program, Inc., to increase the service rates. The service rates' increase will raise compensation for direct services staff and modify supervision requirements, effective upon the date of Governor and Executive Council approval.
2. Authorize the Department of Health and Human Services, Bureau of Drug and Alcohol Services, to enter into an Amendment with South Eastern New Hampshire Alcohol and Drug Abuse Services, 272 County Farm Road, Dover, NH, 03820, to expand the types of substance use disorder treatment services being offered to clients by adding partial hospitalization services, transitional living services, and withdrawal management services, effective upon the date of Governor and Executive Council approval.

There are no changes to the Agreements' combined price limitation of \$12, 032,600 and no changes to the completion dates of June 30, 2017. The original contracts were approved by Governor and Executive Council on March 23, 2016 (Item #6), except for contract with Goodwin Community Health which was approved on June 1, 2016 (Item #12). An amendment for Tri-County Community Action was approved by Governor and Executive Council on June 15, 2016 (Late Item #A1). The sources of funds for these actions are as follows: 64.5% Federal, 21.5% General, and 14% Other Funds.

Summary of Contract Vendors by Amounts:

Vendor	Current Budgeted Amount	Increase /Decrease Amount	Revised Budget Amount
Concord Hospital, Inc. Concord	\$72,700	\$0	\$72,700
Families First of the Greater Seacoast, Portsmouth	\$35,900	\$0	\$35,900
Families in Transition, Manchester	\$357,600	\$0	\$357,600
Goodwin Community Health	\$489,500	\$0	\$489,500
Grafton County Department of Corrections, North Haverhill	\$95,300	\$0	\$95,300
Greater Nashua Council on Alcoholism, Inc., Nashua	\$3,734,500	\$0	\$3,734,500
HALO Educational Systems, Canaan	\$678,400	\$0	\$678,400
Headrest, Inc., Lebanon	\$453,700	\$0	\$453,700
Horizons Counseling Center, Inc., Gilford	\$239,900	\$0	\$239,900
Manchester Alcoholism Rehabilitation Center, Manchester	\$643,300	\$0	\$643,300
National Council on Alcoholism and Drug Dependency/Greater Manchester, Manchester	\$1,715,000	\$0	\$1,715,000
Phoenix Houses of New England, Providence Rhode	\$1,497,600	\$0	\$1,497,600

Vendor	Current Budgeted Amount	Increase /Decrease Amount	Revised Budget Amount
Island			
South Eastern New Hampshire Alcohol and Drug Abuse Services, Dover	\$1,455,800	\$0	\$1,455,800
Tri-County Community Action Program, Inc. Berlin	\$460,000	\$0	\$460,400
The Youth Council, Nashua	\$103,000	\$0	\$103,000
<b>Total</b>	<b>\$12,032,600</b>	<b>\$0</b>	<b>\$12,032,600</b>

Funds to support this request are available in State Fiscal Years 2016 and 2017 in the following accounts, with the authority to adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, without approval of the Governor and Executive Council.

**Please see attached financial details.**

**EXPLANATION**

The attached amendments represent the final fourteen (14) of a total of fifteen (15) amendments with a total combined price limitation of \$12,032,600. On June 15, 2016 (Late Item #A1), Governor and Executive Council approved an amendment with Tri-County Community Action Program, Inc. to allow the Contractor to be reimbursed for services at increased rates, to modify the personnel supervision, and to provide planning activities for new construction or renovations for residential substance use disorder treatment services.

The current substance use disorders treatment workforce in New Hampshire is inadequate to meet the needs of individuals, families and communities across the state. Many factors contribute to this workforce shortage; two factors are low compensation and an insufficient pool of qualified supervisors.

Approval of these fourteen (14) Amendments will allow the Contractors to be reimbursed for services at increased rates and modify the personnel supervision requirements. The higher rates will increase the compensation for direct service staff providing substance use disorder treatment and recovery support services to clients. In addition, these Amendments allow the Contractor's qualified supervisors to provide clinical supervision to a larger number of clinicians to better leverage the available pool of qualified supervisors.

Approval of South Eastern New Hampshire Services' Amendment will allow the Contractor to expand the array of substance use disorder treatment services available in the greater Dover area. The Contractor will add partial hospitalization services, transitional living services, and withdrawal management to their scope of services. Historically, this array has been somewhat limited; however, changes within the organization have led to a request to expand the available service array to include services that are critically needed in the area.

The Department is not seeking an increase to the price limitations to these Agreements because the Contractors have been billing other public and private insurance sources as more and more New Hampshire citizens have health insurance that covers these services. The Contractors' seek reimbursement from the Department for only those services that are not covered by any public or private insurance. Not increasing the price limitation allows the Department to utilize available funding for other types of services such as substance misuse prevention, early intervention and recovery support services. The Department will monitor the utilization and spending of the Contractors. If needed, the Department will submit future amendments to increase the Agreements' price limitations to ensure services are available to citizens of New Hampshire.

These amendments are part of the Department's overall strategy to respond to the opioid epidemic that continues to negatively impact New Hampshire's individuals, families, and communities as well as to respond to other types of substance use disorders. In 2014 there were 326 drug overdose

deaths in New Hampshire, in 2015 there were 431. This number is expected to increase as cases are still pending analysis.

These contractors were selected through a competitive bid process.

The Department will monitor the performance of the Vendors by reviewing monthly reports such as the number of clients admitted to and discharged from the substance use disorder treatment programs and post-discharge follow up, quarterly usage of the number of clients and services being provided by the Contractors, completing site visits, and reviewing client records. In addition, the Department is piloting a Quality Monitoring and Improvement Plan to manage the performance of these contracts.

The Contract for Greater Nashua Council on Alcoholism, Inc. includes language in Exhibit B, Paragraph 8.4 that allows the Department to amend the contract by adjusting amounts between budget line items for statewide Crisis Services, within the price limitation, upon written agreement of both parties without Governor and Executive Council approval, if needed and justified.

The attached Contracts include language that reserves the right to renew each contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of contracted services and Governor and Executive Council approval.

Should the Governor and Executive Council determine to not authorize this Request; the additional critical components in the Department's workforce development to provide substance use disorder services would not be addressed, which could result in exacerbating workforce attrition and shortages.

Area served: Statewide.

Source of Funds: 64.50% Federal Funds from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, CFDA #93.959, Federal Award Identification Number T1010035-15, and 21.5% General Funds, and 14% Other Funds from the Governor's Commission on Alcohol and Other Drug Abuse Prevention, Intervention and Treatment.

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Katja S. Fox  
Director

Approved by:



Jeffery A. Meyers  
Commissioner



Attachment A  
Financial Details

05-95-49-491510-2989 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF COMM  
BASED CARE SVC, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS

Concord Hospital, Inc (Vendor #177653 B014)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$1,745	\$0	\$1,745
2017	102-500734	Contracts for Prog Svc	\$8,724	\$0	\$8,724
<b>Sub-total</b>			<b>\$10,469</b>	<b>\$0</b>	<b>\$10,469</b>

Families First of the Greater Seacoast (Vendor #166629 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$382	\$0	\$382
2017	102-500734	Contracts for Prog Svc	\$2,003	\$0	\$2,003
<b>Sub-total</b>			<b>\$2,385</b>	<b>\$0</b>	<b>\$2,385</b>

Goodwin Community Health (Vendor #156668 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$11,748	\$0	\$11,748
2017	102-500734	Contracts for Prog Svc	\$61,677	\$0	\$61,677
<b>Sub-total</b>			<b>\$73,425</b>	<b>\$0</b>	<b>\$73,425</b>

County of Grafton (Vendor #177397 B003)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$2,287	\$0	\$2,287
2017	102-500734	Contracts for Prog Svc	\$12,008	\$0	\$12,008
<b>Sub-total</b>			<b>\$14,295</b>	<b>\$0</b>	<b>\$14,295</b>

Attachment A  
Financial Details

Greater Nashua Council on Alcoholism (Vendor #166574 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$89,628	\$0	\$89,628
2017	102-500734	Contracts for Prog Svc	\$470,547	\$0	\$470,547
<b>Sub-total</b>			<b>\$560,175</b>	<b>\$0</b>	<b>\$560,175</b>

HALO Ed Systems (Vendor #230732 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$16,282	\$0	\$16,282
2017	102-500734	Contracts for Prog Svc	\$85,478	\$0	\$85,478
<b>Sub-total</b>			<b>\$101,760</b>	<b>\$0</b>	<b>\$101,760</b>

Headrest, Inc (Vendor #175226 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$10,889	\$0	\$10,889
2017	102-500734	Contracts for Prog Svc	\$57,166	\$0	\$57,166
<b>Sub-total</b>			<b>\$68,055</b>	<b>\$0</b>	<b>\$68,055</b>

Horizons Counseling Center, Inc (Vendor #156808 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$5,758	\$0	\$5,758
2017	102-500734	Contracts for Prog Svc	\$30,227	\$0	\$30,227
<b>Sub-total</b>			<b>\$35,985</b>	<b>\$0</b>	<b>\$35,985</b>

Attachment A  
Financial Details

Manchester Alcoholism Rehabilitation Center (Vendor #177204 B005)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$15,439	\$0	\$15,439
2017	102-500734	Contracts for Prog Svc	\$81,056	\$0	\$81,056
<b>Sub-total</b>			\$96,495	\$0	\$96,495

National Council on Alcoholism and Drug Abuse Services (Vendor #177265 R001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$34,296	\$0	\$34,296
2017	102-500734	Contracts for Prog Svc	\$180,054	\$0	\$180,054
<b>Sub-total</b>			\$214,350	\$0	\$214,350

Phoenix Houses of New England, Inc. (Vendor #177589 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$35,942	\$0	\$35,942
2017	102-500734	Contracts for Prog Svc	\$188,698	\$0	\$188,698
<b>Sub-total</b>			\$224,640	\$0	\$224,640

Southeastern New Hampshire Alcohol and Drug Abuse Services (Vendor #155292 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$34,939	\$0	\$34,939
2017	102-500734	Contracts for Prog Svc	\$183,431	\$0	\$183,431
<b>Sub-total</b>			\$218,370	\$0	\$218,370

Attachment A  
Financial Details

Tri-County Community Action Programs, Inc (Vendor #177195 B009)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$8,842	\$0	\$8,842
2017	102-500734	Contracts for Prog Svc	\$46,418	\$0	\$46,418
<b>Sub-total</b>			<b>\$55,260</b>	<b>\$0</b>	<b>\$55,260</b>

The Youth Council (Vendor #154886 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$2,215	\$0	\$2,215
2017	102-500734	Contracts for Prog Svc	\$11,630	\$0	\$11,630
<b>Sub-total</b>			<b>\$13,845</b>	<b>\$0</b>	<b>\$13,845</b>
<b>Total Gov. Comm</b>			<b>\$1,689,509</b>	<b>\$0</b>	<b>\$1,689,509</b>

**05-95-49-491510-2990 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES**

Concord Hospital, Inc (Vendor #177653 B014)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$12,795	\$0	\$12,795
2017	102-500734	Contracts for Prog Svc	\$49,436	\$0	\$49,436
<b>Sub-total</b>			<b>\$62,231</b>	<b>\$0</b>	<b>\$62,231</b>

Families First of the Greater Seacoast (Vendor #166629 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$2,798	\$0	\$2,798
2017	102-500734	Contracts for Prog Svc	\$30,717	\$0	\$30,717
<b>Sub-total</b>			<b>\$33,515</b>	<b>\$0</b>	<b>\$33,515</b>

Attachment A  
Financial Details

Families in Transition (Vendor #157730 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$71,520	\$0	\$71,520
2017	102-500734	Contracts for Prog Svc	\$286,080	\$0	\$286,080
<b>Sub-total</b>			<b>\$357,600</b>	<b>\$0</b>	<b>\$357,600</b>

Goodwin Community Health (Vendor #156668 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$86,152	\$0	\$86,152
2017	102-500734	Contracts for Prog Svc	\$329,923	\$0	\$329,923
<b>Sub-total</b>			<b>\$416,075</b>	<b>\$0</b>	<b>\$416,075</b>

County of Grafton (Vendor #177397 B003)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$16,773	\$0	\$16,773
2017	102-500734	Contracts for Prog Svc	\$64,232	\$0	\$64,232
<b>Sub-total</b>			<b>\$81,005</b>	<b>\$0</b>	<b>\$81,005</b>

Greater Nashua Council on Alcoholism (Vendor #166574 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$667,112	\$0	\$667,112
2017	102-500734	Contracts for Prog Svc	\$2,507,213	\$0	\$2,507,213
<b>Sub-total</b>			<b>\$3,174,325</b>	<b>\$0</b>	<b>\$3,174,325</b>

**Attachment A  
Financial Details**

HALO Ed Systems (Vendor #230732 B001)

<b>State Fiscal Year</b>	<b>Class/Account</b>	<b>Title</b>	<b>Budget Amount</b>	<b>Increase/Decrease</b>	<b>Revised Modified Budget</b>
2016	102-500734	Contracts for Prog Svc	\$119,398	\$0	\$119,398
2017	102-500734	Contracts for Prog Svc	\$457,242	\$0	\$457,242
<b>Sub-total</b>			<b>\$576,640</b>	<b>\$0</b>	<b>\$576,640</b>

Headrest, Inc (Vendor #175226 B001)

<b>State Fiscal Year</b>	<b>Class/Account</b>	<b>Title</b>	<b>Budget Amount</b>	<b>Increase/Decrease</b>	<b>Revised Modified Budget</b>
2016	102-500734	Contracts for Prog Svc	\$79,851	\$0	\$79,851
2017	102-500734	Contracts for Prog Svc	\$305,794	\$0	\$305,794
<b>Sub-total</b>			<b>\$385,645</b>	<b>\$0</b>	<b>\$385,645</b>

Horizons Counseling Center, Inc (Vendor #156808 B001)

<b>State Fiscal Year</b>	<b>Class/Account</b>	<b>Title</b>	<b>Budget Amount</b>	<b>Increase/Decrease</b>	<b>Revised Modified Budget</b>
2016	102-500734	Contracts for Prog Svc	\$42,222	\$0	\$42,222
2017	102-500734	Contracts for Prog Svc	\$161,693	\$0	\$161,693
<b>Sub-total</b>			<b>\$203,915</b>	<b>\$0</b>	<b>\$203,915</b>

Attachment A  
Financial Details

Manchester Alcoholism Rehabilitation Center (Vendor #177204 B005)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$113,221	\$0	\$113,221
2017	102-500734	Contracts for Prog Svc	\$433,584	\$0	\$433,584
<b>Sub-total</b>			<b>\$546,805</b>	<b>\$0</b>	<b>\$546,805</b>

National Council on Alcoholism and Drug Abuse Services (Vendor #177265 R001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$537,504	\$0	\$537,504
2017	102-500734	Contracts for Prog Svc	\$963,146	\$0	\$963,146
<b>Sub-total</b>			<b>\$1,500,650</b>	<b>\$0</b>	<b>\$1,500,650</b>

Phoenix Houses of New England, Inc (Vendor #177589 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$263,578	\$0	\$263,578
2017	102-500734	Contracts for Prog Svc	\$1,009,382	\$0	\$1,009,382
<b>Sub-total</b>			<b>\$1,272,960</b>	<b>\$0</b>	<b>\$1,272,960</b>

Attachment A  
Financial Details

Southeastern New Hampshire Alcohol and Drug Abuse Services (Vendor #155292 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$256,221	\$0	\$256,221
2017	102-500734	Contracts for Prog Svc	\$981,209	\$0	\$981,209
<b>Sub-total</b>			<b>\$1,237,430</b>	<b>\$0</b>	<b>\$1,237,430</b>

Tri-County Community Action Programs, Inc (Vendor #177195 B009)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$156,838	\$0	\$156,838
2017	102-500734	Contracts for Prog Svc	\$248,302	\$0	\$248,302
<b>Sub-total</b>			<b>\$405,140</b>	<b>\$0</b>	<b>\$405,140</b>

The Youth Council (Vendor #154886 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$16,245	\$0	\$16,245
2017	102-500734	Contracts for Prog Svc	\$72,910	\$0	\$72,910
<b>Sub-total</b>			<b>\$89,155</b>	<b>\$0</b>	<b>\$89,155</b>
<b>Total Clinical Svcs</b>			<b>\$10,343,091</b>	<b>\$0</b>	<b>\$10,343,091</b>
<b>Grand Total</b>			<b>\$12,032,600</b>	<b>\$0</b>	<b>\$12,032,600</b>





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**State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to the Substance Use Disorder Treatment and Recovery Support Services  
Contract**

This first Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment 1") dated June 1, 2016, 2016, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and South Eastern New Hampshire Alcohol and Drug Abuse Services (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 272 County Farm Road, Dover, NH, 03820.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on March 23, 2016 (Item #6) (hereinafter referred to as "Contract"), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified;

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract;

WHEREAS, pursuant to the Agreement (section 18 of the General Provisions of the Form P-37), the Agreement may be amended only by written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the State and the Contractor agree to increase the scope of work and increase the service rates, within the price limitation; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties agree as follows:

1. Except as specifically amended and modified by the terms and conditions in this Amendment #1, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.
2. Delete in its entirety Exhibit A, Scope of Services, and replace with Exhibit A Amendment #1, Scope of Services.
3. Delete in its entirety Exhibit B Method and Conditions Precedent to Payment, and replace with Exhibit B Amendment #1, Method and Conditions Precedent to Payment.
4. Delete in its entirety Exhibit B-1 Service and Fee Table, and replace with Exhibit B-1 Amendment #1 Service and Fee Table.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services



This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

6/10/16  
Date

Katja S. Fox  
Katja S. Fox  
Director

South Eastern New Hampshire Alcohol and Drug Abuse Services

6-2-16  
Date

Heidi Moran  
NAME HEIDI MORAN  
TITLE CLINICAL Administrator

Acknowledgement:

State of NH, County of Strafford on June 2 2016 before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Angela M. Gervais Notary Public  
Name and Title of Notary or Justice of the Peace

ANGELA M. GERVAIS  
Notary Public - New Hampshire  
My Commission Expires December 23, 2019

Contractor Initials: HM  
Date: 6-2-16

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

4/14/16  
Date

*Megan*  
Name: *Megan*  
Title: *Attorney*

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:



Exhibit A Amendment #1

**Scope of Services**

**1. Provisions Applicable to All Services**

- 1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

**2. Definitions**

- 2.1. Adolescents: Adolescents are individuals under the age of 18.
- 2.2. American Society of Addiction Medicine (ASAM): ASAM is a professional society representing over 3,500 physicians, clinicians and associated professionals in the field of addiction medicine. ASAM is dedicated to increasing access and improving the quality of addiction treatment, educating physicians and the public, supporting research and prevention, and promoting the appropriate role of physicians in the care of patients with addiction. More information can be found at: <http://www.asam.org/>
- 2.3. American Society of Addiction Medicine Criteria: ASAM's criteria, formerly known as the ASAM patient placement criteria, is the result of a collaboration that began in the 1980s to define one national set of criteria for providing outcome-orientated and results-based care in the treatment of addiction. Today the criteria have become the most widely used and comprehensive set of guidelines for placement, continued stay and transfer/discharge of patients with addiction and co-occurring conditions. ASAM's criteria are required in over 30 states. More information can be found at: <http://www.asam.org/publications/the-asam-criteria>
- 2.4. Charitable Choice: Charitable Choice is Public Law 102-321, 102d Congress and amended in 1992 and again in 2000 (Children's Health Services Act). Charitable Choice is a federal legislative provision designed to remove barriers to faith-based organizations receiving certain Federal funds. States may allocate Block Grant funds to faith-based treatment and recovery support services programs that maintain their religious character and hire people of their same faith, who also meet state requirements for licensing or certification of substance abuse treatment and recovery support services programs and staff. The Charitable Choice final rules were published in the Federal Register on September 30, 2003.
- 2.5. Clinical Evaluation: A Clinical Evaluation is a biopsychosocial evaluation completed in accordance with Technical Assistance Publication (TAP) 21: Addiction Counseling Competencies, available at <http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171>.

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Exhibit A Amendment #1

- 2.6. Days: Days in this Exhibit A and Exhibit B refers to calendar days, unless otherwise noted.
- 2.7. Evidence-Based Practice: Evidence-Based Practice is applying the best available research results (evidence) when making decisions about health care. Health care professionals who perform evidence-based practice use research evidence along with clinical expertise and patient preferences. Systematic reviews (summaries of health care research results) provide information that aids in the process of evidence-based practice.
- 2.7.1. The service shall be included as an evidence-based mental health and substance abuse intervention on the SAMHSA National Registry of Evidence-Based Programs and Practices (NREPP), <http://www.nrepp.samhsa.gov/ViewAll.aspx>
- 2.7.1.1. The service shall be included as an evidence-based mental health and substance abuse intervention on the SAMHSA National Registry of Evidence-Based Programs and Practices (NREPP), <http://www.nrepp.samhsa.gov/ViewAll.aspx>
- 2.7.1.2. The services shall be published in a peer-reviewed journal and found to have positive effects; or
- 2.7.1.3. The SUD treatment service provider shall be able to document the services' effectiveness based on the following:
1. The service is based on a theoretical perspective that has validated research; or
  2. The service is supported by a documented body of knowledge generated from similar or related services that indicate effectiveness;
- 2.8. Homeless: Homeless is (1) an individual or family who lacks a fixed, regular, and adequate nighttime residence; or (2) an individual or family who has a primary nighttime residence that is a supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels and congregate shelters), an institution other than a penal facility that provides temporary residence for individuals intended to be institutionalized, or a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.
- 2.9. Level of Care: Level of care refers to the intensity of treatment defined by the American Society of Addiction Medicine (ASAM) October 2013.
- 2.10. New Hampshire Resident: A New Hampshire resident is defined as a person residing in New Hampshire regardless of how long they have resided in New Hampshire or whether or not they have a fixed or permanent address.



Exhibit A Amendment #1

- 2.11. Resiliency and Recovery Oriented Systems of Care (RROSC): RROSC are networks of organizations, agencies, and community members that coordinate a wide spectrum of services to prevent, intervene in, and treat substance use problems and disorders. RROSCs support person-centered and self-directed approaches to care that build on the strengths and resilience of individuals, families, and communities to take responsibility for their sustained health, wellness, and recovery from alcohol and drug problems. In New Hampshire, this is operationalized by the Continuum of Care model.
- 2.12. Screening Positive for Substance Use Disorder: Screening positive for a Substance Use Disorder means that the individual is likely to meet the Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM 5) criteria for a Substance Use Disorder. If the client screens probable, a clinical evaluation will be required to determine if the client does in fact meet DSM 5 criteria for a Substance Use Disorder.
- 2.13. Substance Abuse Prevention and Treatment (SAPT) Block Grant: SAPT Block Grant was originally established by Public Law 97-35 (PL 97-35), creating the Alcohol, Drug Abuse and Mental Health Services Block Grant (later the Substance Abuse Prevention and Treatment Block Grant, and now the Behavioral Health Assessment and Plan), which became effective on October 1, 1992 for the purpose of carrying out and evaluating activities to prevent and treat substance abuse and dependence.
- 2.14. Substance use disorders occur when the use of alcohol and/or drugs causes clinically and functionally significant impairment, such as health problems, disability, and failure to meet major responsibilities at work, school, or home. The existence of a substance use disorder is determined using Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM 5) criteria.
- 2.15. Web Information Technology System (WITS): WITS is a secure, 24/7 accessible web-based information technology system for the purpose of storing client demographic information. All BDAS contracted providers use WITS to report on the National Outcome Measures (NOMs) established by the SAMHSA, as required in the Federal Substance Abuse Prevention and Treatment Block Grant.

### 3. Covered Populations

- 3.1. The Contractor shall provide services in this Contract to the general population in Section 3.2 who:
  - 3.1.1. Have a substance use disorder; and
  - 3.1.2. Have income below 400% Federal Poverty Level; and
  - 3.1.3. Are Residents of New Hampshire; or

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Exhibit A Amendment #1

- 3.1.4. Are homeless in New Hampshire.
- 3.2. The Contractor agrees to provide services in this Contract to the general client population that includes, but not limited to:
  - 3.2.1. Adolescents;
  - 3.2.2. Adults
  - 3.2.3. Pregnant women;
  - 3.2.4. Women with dependent children;
  - 3.2.5. Injection drug users;
  - 3.2.6. Individuals with co-occurring substance use and mental health disorders;
  - 3.2.7. Veterans; and/or
  - 3.2.8. Individuals who are involved with the criminal justice system.
- 3.3. The Contractor shall provide services in this Contract separately for adolescents and adults unless approved by the Department.

**4. Substance Use Disorder Treatment Services**

- 4.1. The Contractor is required to provide to eligible individuals the following substance use disorder treatment services:
  - 4.1.1. Outpatient Treatment as defined as American Society of Additional (ASAM) Criteria, Level 1. Outpatient Treatment services assist an individual or group of individuals to achieve treatment objectives through the exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.
  - 4.1.2. Intensive Outpatient Treatment as defined as ASAM Criteria, Level 2.1. Intensive Outpatient Treatment services provide intensive and structured individual and group alcohol and/or other drug treatment services and activities that are provided according to an individualized treatment plan that includes a range of outpatient treatment services and other ancillary alcohol and/or other drug services. Services for adults are provided at least 3 hours a day and at least 3 days a week. Services for adolescents are provided at least 2 hours a day and at least 3 days a week.
  - 4.1.3. Partial Hospitalization as defined as ASAM Criteria, Level 2.5. Partial Hospitalization services provide intensive and structured individual and group alcohol and/or other drug treatment services and activities to individuals with substance use and moderate to severe co-occurring mental health disorders, including both behavioral health and medication management (as appropriate) services to address both disorders. Partial Hospitalization is provided to clients



**Exhibit A Amendment #1**

for at least 20 hours per week according to an individualized treatment plan that includes a range of outpatient treatment services and other ancillary alcohol and/or other drug services

4.1.4. Transitional Living Services provide residential substance abuse treatment services designed to support individuals as they transition back into the community. Transitional Living Services are not defined by ASAM. Transitional Living services must include at least 3 hours of clinical services per week of which at least 1 hour must be delivered by a Licensed Alcohol and Drug Counselor (LADC) or Master Licensed Alcohol and Drug Counselor (MLADC) or unlicensed counselor working under the supervision of a LADC or MLADC and 2 hours must be delivered by a Certified Recovery Support Worker (CRSW). The maximum length of stay in this service is 6 months. Adult residents typically work in the community and may pay a portion of their room and board.

4.1.4.1. The Contractor may charge the client fees for room and board, in addition to the client's portion via the sliding fee scale, to the client's insurance charges, and to the Department for the remaining balance as outlined in Exhibit B, according to the guidelines below.

1. When the client's income is 0% to 138% of the Federal Poverty Level (FPL), the Contractor will not charge the client rent.
2. When the client's income is 139 to 149% of the Federal Poverty Level (FPL), the Contractor may charge the client up to \$8 per week.
3. When the client's income is 150% to 199% of the Federal Poverty Level (FPL), the Contractor may charge the client up to \$12 per week.
4. When the client's income is 200% to 249% of the Federal Poverty Level (FPL), the Contractor may charge the client up to \$25 per week.
5. When the client's income is 250% to 299% of the Federal Poverty Level (FPL), the Contractor may charge the client up to \$40 per week.
6. When the client's income is 300% to 349% of the Federal Poverty Level (FPL), the Contractor may charge the client up to \$57 per week.
7. When the client's income is 350% to 399% of the Federal Poverty Level (FPL), the Contractor may charge the client up to \$77 per week.





**Exhibit A Amendment #1**

- 4.1.4.2. The Contractor shall hold in individual separate accounts 50% of the amount charged to the resident that will be returned to the resident at the time of discharge.
- 4.1.4.3. The Contractor shall maintain records to account for the client's contribution to room and board.
- 4.1.5. Low-Intensity Residential Treatment as defined as ASAM Criteria, Level 3.1 for adults and/or adolescents. Low-Intensity Residential Treatment services provide residential substance abuse treatment services designed to support individuals that need this residential service. The goal of low-intensity residential treatment is to prepare clients to become self-sufficient in the community. Adult residents typically work in the community and may pay a portion of their room and board.
- 4.1.5.1. The Contractor may charge the client fees for room and board in accordance with Sections 4.1.4.1 through 4.1.4.3 above.
- 4.1.6. High-Intensity Residential Treatment for Adults as defined as ASAM Criteria, Level 3.5 and/or Medium Intensity Residential for Adolescents as defined as ASAM Criteria, Level 3.5. These two services provide residential substance abuse treatment designed to assist individuals who require a more intensive level of service in a structured setting.
- 4.1.7. Withdrawal Management services as defined as ASAM Criteria, Levels 1-WM as an outpatient service. Withdrawal Management services provide a combination of clinical and/or medical services utilized to stabilize the client while they are undergoing withdrawal.
- 4.2. The Contractor shall submit for Department approval, within 30 days from the contract effective date, a list of the service components that comprise the substance use disorder treatment services including the frequency of those components for all services described above in Section 4.1, except for Outpatient Treatment (Section 4.1.1).
- 4.3. The Contractor shall submit for Department approval, within 30 days from the contract effective date, the evidenced based practices to be used for all services in Section 4.1.
- 4.4. The Contractor shall submit for Department approval, changes to service components in Section 4.2 and to evidence-based practices in Section 4.3, within 30 days prior to making the changes effective.

**5. Crisis Services to Existing Clients or their Significant Others**

- 5.1. The Contractor shall provide Crisis Services to existing clients or their significant others as follows:
- 5.1.1. Provide Crisis Services, 24 hours per day, 7 days a week either in person or by telephone that:



**Exhibit A Amendment #1**

- 5.1.1.1. Assist individuals in addressing a current crisis related to their substance use disorder or the substance use disorder of a significant other;
- 5.1.1.2. Provide counseling services to assist with client stabilization, assessment of client's psychological stability and risk for harming themselves or others and appropriate referral based on this assessment; and
- 5.1.1.3. Refer clients to appropriate treatment and other resources in the client's service area.
- 5.1.1.4. If a request for crisis services comes from an individual who is not a current client, that individual may be referred to the statewide crisis services provider.
- 5.1.2. Provide encounter notes in the client's health record.
- 5.1.3. Provide sufficient staffing to provide Crisis Services as described above at least during normal business hours defined as 8 am to 5 pm, Monday through Friday.
- 5.1.4. May refer clients to the Statewide Crisis Services hotline, after normal business hours.
- 5.2. The Contractor agrees that Crisis Services shall be considered individual outpatient services when the Crisis Service provided has the specific purpose of treating the individual's substance use disorder.
- 5.3. The Contractor agrees that Crisis Services shall be considered individual recovery support services (non-clinical) when the Crisis service provided has the purpose of reducing or removing a barrier to the client achieving or maintaining recovery without directly treating the substance use disorder.

**6. Recovery Support Services**

- 6.1. The Contractor shall provide Recovery Support Services such as:
  - 6.1.1. Non-clinical services such as but not limited to parenting, job search, financial management, skills development, and paraprofessional counseling services by:
    - 6.1.1.1. A Certified Recovery Support Worker (CRSW) under the supervision of a Masters Licensed Alcohol and Drug Counselor (MLADC); or
    - 6.1.1.2. A Certified Recovery Support Worker (CRSW) under the supervision of a Licensed Alcohol and Drug Counselor (LADC) with a Licensed Clinical Supervisor (LCS); or
    - 6.1.1.3. A MLADC or LADC



**Exhibit A Amendment #1**

- 6.1.1.4. Submitting for Department approval, within 30 days from the contract effective date, the name and description of the activities/services to provide non-clinical services.

**7. Enrolling Clients for Services**

7.1. The Contractor shall complete Intake Screenings and ASAM Level of Care Assessments, as follows:

- 7.1.1. Have direct contact (face to face communication by meeting in person, or electronically, or by telephone conversation) with an individual within two (2) business days from the date that individual (defined as a non-client, existing client, other provider, or any other person or entity) contacts the Contractor for Substance Use Disorder Treatment and Recovery Support Services.
- 7.1.2. Complete an initial Intake Screening within two (2) business days from the date of the first direct contact with the individual, using the eligibility module in Web Information Technology System (WITS) to determine probability of being eligible for services under this contract and for probability of having a substance use disorder.
- 7.1.3. Assess clients' income prior to admission using the WITS fee determination model and assure that clients' income information is updated as needed over the course of treatment by asking clients about any changes in income no less frequently than every 4 weeks.
- 7.1.4. Complete an ASAM Level of Care Assessment for all services in Section 4, except for Transitional Living, within two (2) days of the initial Intake Screening in (Section 7.1.2) using the ASI Lite module, in WITS or in another electronic medical/health record system, or an alternative assessment tool as directed by the Department, when the individual is determined probable of being eligible for services. .
- 7.1.5. Make available to the Department upon request, the data from the ASAM Level of Care Assessment and in a format approved by the Department, when using an electronic medical/health record system other than WITS.
- 7.1.6. The Contractor shall complete a clinical evaluation of clients for services in Section 4, as follows:
- 7.1.6.1. Prior to admission as a part of interim services or within 3 days following admission, and during treatment only when determined by licensed clinician.

7.2. The Contractor shall determine client eligibility for services under this contract using the eligibility criteria as follows:

- 7.2.1. The individual's income must be below 400% of Federal Poverty Level (FPL);



Exhibit A Amendment #1

- 7.2.2. The individual must be a resident of New Hampshire or homeless in New Hampshire;
- 7.2.3. The individual must be determined positive for a substance use disorder (as evidenced in their clinical evaluation, Section 7.1.6
- 7.2.4. The individual is eligible for services described in Section 4 as determined by the ASAM Level of Care Assessment (defined in Section 7.1.4) unless:
  - 7.2.4.1. The client chooses to receive a service with a lower ASAM Level of Care; or
  - 7.2.4.2. The service with the needed ASAM Level of Care is unavailable at the time the level of care is determined in Section 7.1.4, in which case the client may choose:
    - 1. A service with a lower ASAM Level of Care;
    - 2. A service with the next available higher ASAM Level of Care;
    - 3. Be placed on the waitlist until their service with the assessed ASAM Level of Care becomes available as in Section 7.1.4; or
    - 4. Be referred to another agency in the client's service area that provides the service with the needed ASAM Level of Care.
- 7.3. The Contractor agrees to provide services to all eligible clients who:
  - 7.3.1. Receive Medication Assisted Treatment services from other providers such as a client's primary care provider;
  - 7.3.2. Have co-occurring mental health disorders; or
  - 7.3.3. Are on medications and are taking those medications as prescribed regardless of the class of medication.
- 7.4. The Contractor shall admit eligible clients for services according to the order of priority described below:
  - 7.4.1. Pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame. If the contractor is unable to admit a pregnant woman for the needed level of care within 24 hours, the contractor shall:
    - 7.4.1.1. Assist the pregnant woman with identifying alternative providers and with accessing services with these providers. This assistance must include actively reaching out to identify providers on the behalf of the client.



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- 7.4.1.2. Provide interim services until the appropriate level of care becomes available at either the contractor agency or an alternative provider. Interim services shall include:
1. At least one 60 minute individual or group outpatient session per week;
  2. Recovery support services as needed by the client;
  3. Daily calls to the client to assess and respond to any emergent needs.
- 7.4.2. Individuals who have been administered Narcan to reverse the effects of an opioid overdose either in the 14 days prior to screening or in the period between screening and admission to the program.
- 7.4.3. Individuals with a history of injection drug use including the provision of interim services within 14 days.
- 7.4.4. Individuals with substance use and co-occurring mental health disorders.
- 7.4.5. Individuals with Opioid Use Disorders.
- 7.4.6. Veterans with substance use disorders
- 7.4.7. Individuals with substance use disorders who are involved with the criminal justice system.
- 7.4.8. Individuals who require priority admission at the request of the Department.
- 7.5. The Contractor shall obtain consent from individuals prior to providing services as follows:
- 7.5.1. For individuals whose age is 12 and older, the Contractor is required to obtain consent from the individual themselves; or
- 7.5.2. For individuals whose age is under 12, the Contractor is required to obtain consent from the individual's parent or legal guardian.

**8. Waitlist**

- 8.1. The Contractor shall place an eligible individual on a statewide waitlist in WITS when the service with the appropriate ASAM Level of Care (as defined in 7.1.4) is not available for the client at the time of screening as in Section 7.2.4.2.
- 8.1.1. The Contractor shall keep the client's information up to date on the statewide waitlist.
- 8.1.2. The Contractor shall notify the Department within 30 days from the effective date of the contract, with the name of the staff person who is responsible to monitoring and maintaining the waitlist.



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- 8.1.3. The Contractor shall monitor the waitlist and ensure that clients begin services as soon as possible either under this contract or by a referral to an agency that has an earlier available opening as follows:
- 8.1.3.1. Anytime a client contacts the agency for a service and that service is not available within 2 business days of contact, they must be immediately added to the agency's waitlist and to the waitlist of other agencies as appropriate.
  - 8.1.3.2. Anytime a client is getting ready to move to a new level of care that will not be provided by the current provider or for which the current provider has a waitlist, the provider shall add the client to the waitlist of other appropriate agencies.
  - 8.1.3.3. Anytime a client is added to the waitlist of another agency, the provider shall complete consent in WITS to allow the agency the client is being referred to review client information in WITS.
  - 8.1.3.4. Every business day, the staff member identified in 8.1.2 shall review pending clients from outside agencies to accept, reject or delete the client as appropriate.
  - 8.1.3.5. Every business day, the staff member identified in 8.1.2 shall review their agency waitlist to ensure that any clients who were on the agency waitlist who are no longer on the waitlist due to admission, inaccessibility, etc. have been removed from the waitlist.
- 8.1.4. The Contractor shall provide a client on the waitlist interim services, defined as recovery support services or services with a lower ASAM Level of Care, under this contract or by referral to an agency that has an earlier available opening in the client's service area.

**9. Client Fees and Assistance with Enrolling in Insurance Programs**

- 9.1. The Contractor agrees to collect allowable fees from clients and to assist them with enrolling in private or public insurance programs when appropriate, as follows:
- 9.1.1. Agrees to using the Sliding Fee Scale and charging the client for their share for services in accordance with Exhibit B.
  - 9.1.2. Agrees not to delay a client's admittance into a Substance Use Disorder Treatment and Recovery Support Services program for services due to a client's inability to immediately pay his or her share of the allowable fees (in accordance with Exhibit B) or pending an insurer's payment
  - 9.1.3. Agrees to assist clients, who are unable to secure financial resources necessary for initial entry into the program, with obtaining other potential sources such as:
    - 9.1.3.1. Assess the client's appropriateness for enrollment in public or private insurance, including but not limited to Medicaid and New Hampshire



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Health Protection Program, and assist the client in enrolling in an appropriate public or private insurance program; and/or

- 9.1.3.2. Complete assistance at or before intake, but no later than 14 days after intake.
- 9.1.3.3. Develop payment plans.
- 9.1.3.4. Document the assistance in Section 9.1.3 in a progress note.

9.2. The Contractor may discontinue services for a client who does not pay their share of the allowable fee(s), only after working with the client as described in Section 9.1.3.

9.3. The Contractor shall provide clients with copies of their individual financial accounts, upon the clients' request.

**10. Service Delivery Activities and Requirements**

10.1. The Contractor shall assess all clients for risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge based on policies and process approved by the Department within thirty (30) days from the contract effective date.

10.2. The Contractor shall assess all clients for withdrawal risk based on ASAM (2013) standards at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and stabilize all clients based on ASAM (2013) guidance and shall:

10.2.1. Provide stabilization services when a client's level of risk indicates a service with an ASAM Level of Care that can be provided under this Contract; If a client's risk level indicates a service with an ASAM Level of Care that can be provided under this contract, then the Contractor shall integrate withdrawal management into the client's treatment plan and provide on-going assessment of withdrawal risk to ensure that withdrawal is managed safely.

10.2.2. Refer clients to a facility where the services can be provided when a client's risk indicates a service with an ASAM Level of Care that is higher than can be provided under this Contract; Coordinate with the withdrawal management services provider to admit the client to an appropriate service once the client's withdrawal risk has reached a level that can be provided under this contract. and

10.3. The Contractor shall complete treatment plans for all clients based on clinical evaluation data within 3 days of the clinical evaluation (defined in Section 7.1.6) and must address all ASAM (2013) domains and shall:



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- 10.3.1. Be updated based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent;
- 10.3.1. Have Treatment plan goals, objectives, and interventions written in terms that are specific, measurable, attainable, realistic and timely;
- 10.3.2. Evidence the client's involvement in identifying, developing, and prioritizing goals, objectives, and interventions.
- 10.4. The Contractor shall provide case management to clients that includes, at a minimum, coordination or care with Medication Assisted Treatment, physical, behavioral health, and peer recovery support providers as applicable with the client's:
  - 10.4.1. Primary care provider and if the client does not have a primary care provider, the Contractor will make an appropriate referral to one and coordinate care with that provider.
  - 10.4.2. Behavioral health care provider when serving clients with co-occurring substance use and mental health disorders, and if the client does not have a mental health care provider, then the Contractor will make an appropriate referral to one and coordinate care with that provider.
  - 10.4.3. Medication assisted treatment provider.
  - 10.4.4. Peer recovery support provider, and if the client does not have a peer recovery support provider, the Contractor will make an appropriate referral to one and coordinate care with that provider. Such coordination will include actively coordinating with local recovery community organizations (where available) to bring peer recovery support providers into the treatment setting to meet with clients to describe available services and engage clients in peer recovery support services as applicable.
- 10.5. The Contractor shall submit for Department approval within thirty (30) days from the contract effective date, the policies and procedures for coordination of care described in in Section 10.4
- 10.6. The Contractor will make continuing care, transfer, and discharge for all Services in Section 4, except for Transitional Living (See Section 10.6.3) The Contractor shall make decisions based on ASAM (2013) criteria and complete continuing of care, transfer and discharge plans that address all ASAM (2013) domains as follows:
  - 10.6.1. Begin the process of discharge/transfer planning at the time of the client's intake to the program.





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- 10.6.2. Review the 3 criteria for continuing services or the 4 criteria for transfer/discharge, when addressing continuing care or discharge/transfer that include:
- 10.6.2.1. Continuing Service Criteria A: The patient is making progress, but has not yet achieved the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his or her treatment goals; or
  - 10.6.2.2. Continuing Service Criteria B: The patient is not yet making progress, but has the capacity to resolve his or her problems. He/she is actively working toward the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his/her treatment goals; and /or
  - 10.6.2.3. Continuing Service Criteria C: New problems have been identified that are appropriately treated at the present level of care. The new problem or priority requires services, the frequency and intensity of which can only safely be delivered by continued stay in the current level of care. The level of care which the patient is receiving treatment is therefore the least intensive level at which the patient's problems can be addressed effectively
  - 10.6.2.4. Transfer/Discharge Criteria A: The Patient has achieved the goals articulated in the individualized treatment plan, thus resolving the problem(s) that justified admission to the present level of care. Continuing the chronic disease management of the patient's condition at a less intensive level of care is indicated; or
  - 10.6.2.5. Transfer/Discharge Criteria B: The patient has been unable to resolve the problem(s) that justified the admission to the present level of care, despite amendments to the treatment plan. The patient is determined to have achieved the maximum possible benefit from engagement in services at the current level of care. Treatment at another level of care (more or less intensive) in the same type of services, or discharge from treatment, is therefore indicated; or
  - 10.6.2.6. Transfer/Discharge Criteria C: The patient has demonstrated a lack of capacity due to diagnostic or co-occurring conditions



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that limit his or her ability to resolve his or her problem(s). Treatment at a qualitatively different level of care or type of service, or discharge from treatment, is therefore indicated; or

10.6.2.7. Transfer/Discharge Criteria D: The patient has experienced an intensification of his or her problem(s), or has developed a new problem(s), and can be treated effectively at a more intensive level of care.

10.6.3. The Contractor shall maintain clear documentation that explains why continued services are necessary for Recovery Support Services and Transitional Living.

10.7. The Contractor will ensure educational information is provided to clients in all programs on HCV/HIV/TB & STD's as evidenced by inclusion in programming.

10.8. The Contractor shall deliver services using evidence based practices as demonstrated by meeting one of the following criteria in Section 2.6.

10.9. The Contractor shall deliver services in this Contract in accordance with:

10.9.1. The ASAM Criteria (2013). The ASAM Criteria (2013) can be purchased online through the ASAM website at: <http://www.asamcriteria.org/>

10.9.2. The Substance Abuse Mental Health Services Administration (SAMHSA) Treatment Improvement Protocols (TIPs) available at <http://store.samhsa.gov/list/series?name=TIP-Series-Treatment-Improvement-Protocols-TIPS->

10.9.3. The SAMHSA Technical Assistance Publications (TAPs) available at <http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1>

10.9.4. The Requirements in Exhibit K.

**11. Continuous Recovery Monitoring**

11.1. The Contractor shall provide Continuous Recovery Monitoring services to clients by providing on-going contact with a client following discharge from the program as follows:

11.1.1. Attempt to contact each client a minimum of three (3) times over the course of one week by telephone at a reasonable time when the client would normally be available.

11.1.2. Provide to the Department within 30 days of the contract effective date, the policies and procedures in place for at least one completed biweekly contact as in Sections 11.1.3 through 11.1.8, by telephone or face to

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face, with the client following discharge. Contact clients at least bi-weekly and no less frequently than:

11.1.2.1. 3 months post-discharge which is defined as 60 to 120 days from the last treatment service.

11.1.2.2. 6 months post-discharge which is defined as 150 to 210 days from the last treatment service.

11.1.2.3. 12 months post-discharge which is defined as 330 to 390 days from the last treatment service.

11.1.3. Inquire on the status of each client's recovery.

11.1.4. Identify any client needs.

11.1.5. Assist the client with addressing the needs identified in Section 11.1.4.

11.1.6. Provide early intervention to clients who have relapsed or whose recovery is at risk, as identified in Section 11.1.4, and record the same.

11.1.7. Include assessment of the National Outcomes Measures (NOMS) based client outcomes in WITS.

11.1.8. Complete the Client Follow-Up in WITS within 3 days of each completed contact.

11.2. The Contractor shall comply with performance of Exhibit A, Section 11.1.2, as follows:

11.2.1. Twenty-five percent (25%) of discharged clients shall be contacted three (3) months after discharge.

11.2.2. Ten percent (10%) of discharged clients shall be contacted (6) months after discharge.

11.2.3. Five percent (5%) of discharged clients shall be contacted twelve (12) months after discharge.

**12. Tobacco Cessation**

12.1. The Contractor shall offer tobacco cessation tools and education to all eligible clients receiving services in this contract as follows:

12.1.1. Asses clients for motivation in stopping the use of tobacco products;

12.1.2. Offer resources such as but not limited to the Department's Tobacco Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the QuitLine; and

12.1.3. Shall not use tobacco use, in and of itself, as grounds for discharging clients from services being provided under this contract.

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**13. Tobacco Free Environment**

- 13.1. The Contractor shall have policies and procedures that create a tobacco-free environment. At a minimum these policies shall:
  - 13.1.1. Include the smoking of any tobacco product, the use of oral tobacco products or "spit" tobacco, and the use of electronic devices;
  - 13.1.2. Apply to employees, clients and employee or client visitors;
  - 13.1.3. Prohibit the use of tobacco products within the contractor's facilities at any time.
  - 13.1.4. Prohibit the use of tobacco in any contractor owned vehicle.
  - 13.1.5. Include whether or not use of tobacco products is prohibited outside of the facility on the grounds.
  - 13.1.6. If use of tobacco products is allowed outside of the facility on the grounds:
    - 13.1.6.1. There shall be a designated smoking area(s) which is located at least 20 feet from the main entrance.
    - 13.1.6.2. All materials used for smoking in this area, including cigarette butts and matches, will be extinguished and disposed of in appropriate containers.
    - 13.1.6.3. Contractors will ensure periodic cleanup of the designated smoking area.
    - 13.1.6.4. If the designated smoking area is not properly maintained, it can be eliminated at the discretion of the contractor.
  - 13.1.7. Prohibit tobacco use in any company vehicle.
  - 13.1.8. Prohibit tobacco use in personal vehicles when transporting people on authorized business.
  - 13.1.9. Post the tobacco free environment policy in the contractor's facilities and vehicles and included in employee, client, and visitor orientation.

**14. Resiliency and Recovery Oriented System of Care (RROSC)**

- 14.1. The Contractor shall engage in and promote a Resiliency and Recovery Oriented System of Care (RROSC) at a minimum:
  - 14.1.1. Provide families and communities with education around Substance Use Disorders Treatment and Recovery Support Services;
  - 14.1.2. Work with the Department's regional public health networks in order to reduce stigma associated with substance misuse and increase collaboration between prevention, treatment, and community supports.

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**15. Service Management and Monitoring**

- 15.1. The Contractor shall maintain a consistent service capacity for Substance Use Disorder Treatment and Recovery Support Services statewide by:
  - 15.1.1. Monitoring its individual capacity to consistently and evenly deliver these services; and
  - 15.1.2. Monitoring and managing the utilization levels of care and service array required under this contract throughout the contract period.
  - 15.1.3. No less than monthly, the Contractor shall monitor the percentage of the contract funding expended relative to the percentage of the contract period that has elapsed. If there is a difference of more than 10% between expended funding and elapsed time on the contract the contractor shall notify the Department within 5 days and submit a plan for correcting the discrepancy within 10 days of notifying the Department.
  - 15.1.4. Beginning on July 1, 2016 and continuing every three months thereafter, the Department shall review the Contractor's utilization as described in Section 15.1.3 above. If the Contractor's expended funding is more than 25% below the elapsed time on the contract, the Department may amend the contract to reduce the overall price limitation.

**16. Service Area**

- 16.1. The Contractor will provide services described in this Scope of Work to any eligible client, regardless of where the client lives or works in New Hampshire.

**17. Residential Facilities License**

- 17.1. The Contractor shall submit for Department approval within 15 days of the effective date of the Contract and 30 days prior to any effective changes, the name of the location(s) and address(es) where residential services will be provided to clients under this Contract.
- 17.2. The Contractor will ensure that the facilities where residential services are delivered meet all applicable standards, as required by the Department's Bureau of Health Facilities Administration upon receiving a residential facilities license as in Section 17.4.
- 17.3. The Contractor shall provide to the Department a copy of the required facility license upon receiving a residential facilities license as in Section 17.4 and then within 30 days after each newly issued license.
- 17.4. The Contractor shall work with the Department and provide to the Department for approval within 10 days of the effective date of the contract, a plan that includes the time line and necessary actions to achieve residential facility licensure.

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**18. Staffing Requirements**

- 18.1. The Contractor shall meet the minimum staffing requirements as follows:
- 18.1.1. Provide at least one:
    - 18.1.1.1. Masters Licensed Alcohol and Drug Counselor (MLADC); and/or
    - 18.1.1.2. Licensed Alcohol and Drug Counselor (LADC) who also holds the Licensed Clinical Supervisor (LCS) credential;
  - 18.1.2. Agrees that all unlicensed staff providing treatment, education and/or recovery support services shall be under the direct supervision of:
    - 18.1.2.1. An MLADC; or
    - 18.1.2.2. A LADC with the LCS (Licensed Clinical Supervisor) credential; and
    - 18.1.2.3. Agrees that MLADC, or LADC with the LCS, shall supervise a maximum of eight unlicensed staff unless the Department has approved an alternative supervision plan submitted by the Contractor.
  - 18.1.3. Agrees that at least one Certified Recovery Support Worker (CRSW) for every 50 clients or portion thereof.
- 18.2. The Contractor shall utilize CRSWs to provide treatment services within their scope of practice as defined by New Hampshire Administrative Rule Title XXX, Chapter 330-C, Section 13.
- 18.3. Unlicensed staff providing clinical or recovery support services must hold a CRSW within 6 months of hire or effective date of this contract, whichever is later.
- 18.4. Have policies and procedures related to student interns to address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract, including but not limited to:
- 18.4.1. The Contractor shall base intern responsibilities and caseloads on student learning needs and school requirements and shall not utilize interns as adjunct staff to meet the staffing needs of the Contractor.
  - 18.4.2. Have student interns complete an approved ethics course prior to beginning their internship.
  - 18.4.3. Provide ongoing clinical supervision that includes:
    - 18.4.4. Weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress;
    - 18.4.5. Group supervision to help optimize the learning experience, when enough candidates are under supervision;

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- 18.4.6. Content that covers the:
- 18.4.6.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee, and that covers;
  - 18.4.6.2. The core functions as described in the Twelve Core Functions of Alcohol and Drug Counseling, available at <http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171>; and
  - 18.4.6.3. The standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics.
- 18.5. The Contractor shall notify the Department, in writing of changes in key personnel and provide, within five (5) business days to the Department, updated resumes that clearly indicate the staff member is employed by the Contractor. Key personnel are those staff for whom at least 10% of their work time is spent providing alcohol or other drug abuse treatment services.
- 18.6. The Contractor shall notify the Department in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. The Contractor shall provide a copy of the resume of the employee, which clearly indicates the staff member is employed by the Contractor, with the notification.
- 18.7. The Contractor shall notify the Department in writing and submit a corrective action plan for Department approval within 14 days, when staffing does not meet the requirements defined in 18.1 through 18.4.
- 18.8. The Contractor shall provide in-service training to all staff involved in client care within 15 days of the contract effective date or the staff person's start date, if after the contract effective date, and at least every 90 days thereafter on the following:
- 18.8.1. The contract requirements;
  - 18.8.2. Requirements in Exhibit K;
  - 18.8.3. SAMHSA Substance Abuse Prevention and Treatment Block Grant requirements relative to treatment services using a checklist provided by the Department; and
  - 18.8.4. All other relevant policies and procedures provided by the Department.
- 18.9. The Contractor shall provide in-service training or ensure attendance at an approved training by the Department to clinical staff on HCV/HIV/TB & STD's



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annually. The contractor shall provide the Department with a list of staff attending an in-service training or Certificates of Attendance.

- 18.10. The Contractor shall provide suitable office, treatment, and meeting space that complies with all fire, health, and safety codes and is handicapped and wheelchair accessible.
- 18.11. The Contractor agrees to the following:
- 18.11.1. The new rates in Exhibit B-1 Amendment #1.
  - 18.11.2. The rate increase to the new rates to the fee for services is to support increase in staff wages to recruit and retain staff who provide direct substance use disorder treatment and recovery support services to clients in this Agreement;
  - 18.11.3. To utilize the amount of increase to increase the wages for direct services staff compensation including base compensation for any open positions;
  - 18.11.4. Notwithstanding Section 18.11.2, agrees to demonstrate to the Department, in the event the Contractor has business policies or other reasons that would prevent the Contractor for using all the increase for wage increases, that at least ten (10%) of the increase was used for wage increases to staff salaries and to provide to the Department the explanation that prevented the Contractor from using the full amount of the increase to increase wages;
    - 18.11.4.1. Agrees to submit a plan for Department approval to use the amount of increase not used for wage increases in Section 18.11.3. portion of the increases for other than wage increases in the event of Section 18.11.3;
  - 18.11.5. That direct services staff is defined as any individual employed by the Contractor for whom at least fifty (50) percent of the hours the individual works for the Contractor are spent delivering clinical and/or recovery support services directly to client of the provider.

**19. Web Information Technology System**

- 19.1. The Contractor shall use the Web Information Technology System to record all encounter notes such as client activity and client contact within (3) days following the activity or contact including but not limited to: screening, fee determination, admission, billing, disenrollment, and discharge data.
- 19.2. The Contractor agrees that all encounter notes will include a record of the clinical content of the session. Encounter notes will be oriented track to client's progress with specific treatment goals.

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## 20. Quality Assurance

- 20.1. The Contractor shall participate in all quality improvement activities requested by the Department such as, but not limited to:
- 20.1.1. Submission of monthly, web based contract compliance reports no later than the 10<sup>th</sup> day of the month following the reporting month;
  - 20.1.2. Participation in electronic and in-person client record reviews;
  - 20.1.3. Participation in site visits;
  - 20.1.4. Reporting on National Outcome Measures (NOMs) data in WITS for:
    - 20.1.4.1. 100% of all clients at admission;
    - 20.1.4.2. 100% of all clients who are discharged because they have completed treatment or transferred to another program;
    - 20.1.4.3. 50% of all clients who are discharged for reasons other than those specified above in Section 20.1.4.2;
    - 20.1.4.4. 25% of all clients who are 3 months post-discharge as defined in Section 11.1.2.1;
    - 20.1.4.5. 10% of all clients who are 6 months post-discharge as defined in Section 11.1.2.2;
    - 20.1.4.6. 5% of all clients who are 12 months post-discharge as defined in Section 11.1.2.3;
    - 20.1.4.7. The above NOMs reporting requirements are minimum requirements and the Contractor shall attempt to achieve greater reporting results when possible.
  - 20.1.5. Participation in training and technical assistance activities as directed by the Department, including but not limited to the ASAM Community of Practice developed by the Center for Excellence (the Department's Drug and Alcohol Services Technical Assistance Contractor).

## 21. Performance Incentives

- 21.1. The Contractor agrees that up to six (6) percent of the contract's maximum price limitation in Box 1.8 of the General Provision, Form P-37 will be reserved by the Department for performance incentives, except when there is a priority to pay for services. The Contractor agrees to the Department using all or some of the reserved funding to continue to pay for services when the Contractor has been reimbursed for at least 94% of the contract's price limitation for services.
- 21.1.1. The Contractor is eligible for incentive payments when successfully meeting the performance criteria in Section 21.1.2 and when there is



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available funding as in Section 21.1 at the time the Contractor meets the performance criteria.

21.1.2. The Contractor's performance criteria and incentive payments are as follows:

Performance Criteria	Incentive Payment
Access to Services: for each client who screens eligible for services and starts receiving services, other than evaluation, whether for the identified service for the ASAM Level of Care or interim services, within 10 business days following the eligibility screening.	The Contractor will receive an incentive payment of \$75.00
Completion: for each client who is discharged from the program because they have completed treatment or transferred to another treatment provider as recorded in the Discharge Type field of the WITS Discharge Module.	The Contractor will receive an incentive payment of \$75.00
Client Outcomes: for each client who was discharged from the program and meets at least 3 of the Outcome Criteria (in Section 21.1.2.1) in the 3 <sup>rd</sup> and/or 6 <sup>th</sup> month post-discharge, as evidenced by the WITS Follow-Up Module.	The Contractor will receive an incentive payment of \$50.00
Client Outcomes: for each client who was discharged from the program and meets at least 3 of the Outcome Criteria (below in Section 12.1.2.1) in the 12 <sup>th</sup> month post-discharge, as evidenced by the WITS Follow-Up Module.	The Contractor will receive an incentive payment of \$100.00

21.1.2.1. The Contractor agrees to the post discharge outcome criteria as follows:

1. **Abstinence:** The client reports reduced or no substance use in the past 30 days prior to the contact.
2. **Employment/Education:** The client reports increased or retained employment or the client reports returning to or staying in school at the time of contact.
3. **Crime and Criminal Justice:** The client reports no arrests in the past 30 days prior to contact.

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4. **Stability in Housing:** The client reports being in stable housing defined as not homeless or at risk of being homeless, at the time of contact.
5. **Social Connectedness:** The client reports engagement in Recovery Support Services, Care Coordination, and/or Community Based Support Groups in the past 30 days prior to contact.

21.1.2.2. The Contractor agrees that Performance Incentives will be calculated and paid on a monthly basis for clients meeting criteria in the previous month.

21.1.2.3. The Contractor may submit screening disposition data for all clients, regardless of payer source, at 6 months and 12 months from the contract effective date.

1. The Contractor may receive \$1,000 for each submission (if funding is available in the contract at the time the Contractor submits the data, with priority of funding being for services). Screening disposition data must include:
  - a. Total number of clients screened for services
  - b. Number of client screened appropriate for services
  - c. Number of clients engaging in services who's payer was:
    - i. This contract
    - ii. New Hampshire Health Protection Plan
    - iii. New Hampshire Medicaid
    - iv. Medicare
    - v. Private Insurance
    - vi. Self-Pay

## 22. Liquidated Damages

22.1. The Contractor and the Department agree that the Web Information Technology System (WITS) shall be the source of record with data polls beginning September 1, 2016 and every 5 months thereafter.

22.2. The Contractor and the Department agree that it will be extremely impracticable and difficult to determine actual damages that the Department will sustain in the event that the Contractor fails to maintain the required performance standards in Section 11.2, throughout the life of the contract. Any breach by the Contractor

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Exhibit A Amendment #1

will delay and disrupt the Department's operations and obligations and lead to significant damages. Therefore, the parties agree that the liquidated damages as specified in the sections below are reasonable.

- 22.3. Assessment of liquidated damages shall be in addition to, not in lieu of, such other remedies as may be available to the Department. Except and to the extent expressly provided herein, the Department shall be entitled to recover liquidated damages cumulatively under each section applicable to any given incident.
- 22.4. The Department shall make all assessments of liquidated damages. Should the Department determine that liquidated damages may, or will be assessed; the Department shall notify the Contractor as specified in Section 23, Notifications and Remedies for Liquidated Damages, below.
- 22.5. The Contractor shall submit a written Corrective Action Plan to the Department within five (5) business days of receiving notification as specified in Section 23, Notifications and Remedies for Liquidated Damages., for review and approval prior to implementation of the corrective action plan.
- 22.6. The Contractor agrees that as determined by the Department, failure to provide services that meet the performance standards in Section 11.2 shall result in in liquidated damages as specified in Section 23, Notifications and Remedies for Liquidated Damages. The Department's decision to assess liquidated damages must be reasonable, based in fact and made in good faith.
- 22.7. The remedies specified in Section 23, Notifications and Remedies for Liquidated Damages, shall apply until the failure is cured or resulting dispute is resolved in the Contractor's favor.
- 22.8. Liquidated damages in the amount of \$2,500 for failure to meet all three of the performance measures in Section 11.2, except for Section 11.2.1 the liquidated damage shall be assessed when the percentage falls below 15%, at the time specified in Section 22.1.
- 22.9. The Department will deduct the amount of liquidated damages being assessed from the amount the Department owes on the monthly billing submitted to the Department after the assessment of liquidated damages.
- 22.10. The amount of liquidated damages assessed by the Department to the Contractor shall not exceed the price limitation in Form P-37, General Provisions, block 1.8, Price Limitation.

**23. Notifications and Remedies for Liquidated Damages.**

- 23.1. Prior to the imposition of liquidated damages or any other remedies under this Contract, including termination for breach, the Department shall issue written notice of remedies that shall include, as applicable:

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**Exhibit A Amendment #1**

- 23.1.1. A citation to the Contract provision violated.
  - 23.1.2. The remedies to be applied and the date the remedies shall be imposed.
  - 23.1.3. The basis for the Department's determination that the remedies shall be imposed.
  - 23.1.4. A request for a Corrective Action Plan.
  - 23.1.5. The timeframe and procedure for the Contractor to dispute the Department's determination. The Contractor's dispute of liquidated damages or remedies shall not stay the effective date of the proposed liquidated damages or remedies.
  - 23.1.6. If the failure is not resolved within the cure period, liquidated damages may be imposed retroactively to the date of failure to perform and continue until the failure is cured or any resulting dispute is resolved in the Contractor's favor.
- 23.2. In connection with any action taken or decision made by the Department with respect to this Contract, within ninety (90) days following the action or decisions, the Contractor may protest such action or decision by the delivery of a notice of protest to the Department and by which the Contractor may protest said action or decision and/or request an informal hearing with the Director of the Bureau of Drug and Alcohol Services.
- 23.2.1. The Contractor shall provide the Department with an explanation of its position protesting the Department's action or decision.
  - 23.2.2. The Director shall determine a time that is mutually agreeable to the parties during which they may present their views on the disputed issues. It is understood that the presentation and discussion of the disputed issues will be informal in nature.
  - 23.2.3. The Director shall provide written notice of the time, format and location of the presentation.
  - 23.2.4. At the conclusion of the presentations, the Director shall consider all evidence and shall render a written recommendation as soon as practicable, but in no event more than thirty (30) days after the conclusion of the presentation.
  - 23.2.5. The Director may appoint a designee to hear and determine the matter.

**24. State and Federal Requirements**

- 24.1. If there is any error, omission, or conflict in the requirements listed below, the applicable Federal, State, and Local regulations, rules and requirements shall control. The requirements specified below are provided herein to increase the Contractor's compliance.



Exhibit A Amendment #1

- 24.2. The Contractor agrees to the following state and/or federal requirements for Program requirements for specialty treatment for pregnant and parenting women:
- 24.2.1. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.
  - 24.2.2. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.
  - 24.2.3. The program provides or arranges for primary medical care for women who are receiving substance abuse services, including prenatal care.
  - 24.2.4. The program provides or arranges for child care with the women are receiving services.
  - 24.2.5. The program provides or arranges for primary pediatric care for the women's children, including immunizations.
  - 24.2.6. The program provides or arranges for gender-specific substance abuse treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, and parenting.
  - 24.2.7. The program provides or arranges for therapeutic interventions for children in custody of women in treatment which may, among other things, address the children's developmental needs and their issues of sexual abuse, physical abuse, and neglect.
  - 24.2.8. The program provides or arranges for sufficient case management and transportation services to ensure that the women and their children have access to the services described above.
  - 24.2.9. Arrange for means activities to assist the client in finding and engaging in a service, which may include, but is not limited to helping the client to locate an appropriate provider, referring clients to the needed service provider, setting up appointments for clients with those providers, and assisting the client with attending appointments with the service provider.
- 24.3. The Contractor agrees to the following state and federal requirements for all programs in this Contract as follows:
- 24.3.1. Within 7 days of reaching 90% of capacity, the program notifies the state that 90% capacity has been reached.
  - 24.3.2. The program admits each individual who requests and is in need of treatment for intravenous drug abuse not later than:
    - 24.3.1.1. 14 days after making the request; or
    - 24.3.1.2. 120 days if the program has no capacity to admit the individual on the date of the request and, within 48 hours after the request, the program makes interim services available until the individual is admitted to a substance abuse treatment program

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Exhibit A Amendment #1

- 24.3.2. The program offers interim services that include, at a minimum, the following:
- 24.3.2.1. Counseling and education about HIV and Tuberculosis (TB), the risks of needle-sharing, the risks of transmission to sexual partners and infants, and steps that can be taken to ensure that HIV and TB transmission does not occur
  - 24.3.2.2. Referral for HIV or TB treatment services, if necessary
  - 24.3.2.3. Individual and/or group counseling on the effects of alcohol and other drug use on the fetus for pregnant women and referrals for prenatal care for pregnant women
- 24.3.3. The program has established a waiting list that includes a unique patient identifier for each injecting drug abuser seeking treatment, including patients receiving interim services while awaiting admission.
- 24.3.4. The program has a mechanism that enables it to:
- 24.3.4.1. Maintain contact with individuals awaiting admission
  - 24.3.4.2. Admit or transfer waiting list clients at the earliest possible time to an appropriate treatment program within a service area that is reasonable to the client.
  - 24.3.4.3. The program takes clients awaiting treatment off the waiting list only when one of the following conditions exist:
    - 1. Such persons cannot be located for admission into treatment or
    - 2. Such persons refuse treatment
- 24.3.5. The program carries out activities to encourage individuals in need of treatment services to undergo treatment by using scientifically sound outreach models such as those outlined below or, if no such models are applicable to the local situation, another approach which can reasonably be expected to be an effective outreach method.
- 24.3.6. The program has procedures for:
- 24.3.6.1. Selecting, training, and supervising outreach workers.
  - 24.3.6.2. Contacting, communicating, and following up with high-risk substance abusers, their associates, and neighborhood residents within the constraints of Federal and State confidentiality requirements.
  - 24.3.6.3. Promoting awareness among injecting drug abusers about the relationship between injecting drug abuse and communicable diseases such as HIV.

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**Exhibit A Amendment #1**

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- 24.3.6.4. Recommending steps that can be taken to ensure that HIV transmission does not occur.
- 24.3.7. The program directly, or through arrangements with other public or non-profit private entities, routinely makes available the following TB services to each individual receiving treatment for substance abuse:
  - 24.3.7.1. Counseling the individual with respect to TB.
  - 24.3.7.2. Testing to determine whether the individual has been infected with mycobacteria TB to determine the appropriate form of treatment for the individual.
  - 24.3.7.3. Providing for or referring the individuals infected by mycobacteria TB appropriate medical evaluation and treatment.
- 24.3.8. For clients denied admission to the program on the basis of lack of capacity, the program refers such clients to other providers of TB services.
- 24.3.9. The program has implemented the infection control procedures that are consistent with those established by the Department to prevent the transmission of TB and that address the following:
  - 24.3.9.1. Screening patients and identification of those individuals who are at high risk of becoming infected.
  - 24.3.9.2. Meeting all State reporting requirements while adhering to Federal and State confidentiality requirements, including 42 CFR part 2.
  - 24.3.9.3. Case management activities to ensure that individuals receive such services.
  - 24.3.9.4. The program reports all individuals with active TB as required by State law and in accordance with Federal and State confidentiality requirements, including 42 CFR part 2.
- 24.3.10. The program gives preference in admission to pregnant women who seek or are referred for and would benefit from Block Grant funded treatment services. Further, the program gives preference to clients in the following order:
  - 24.3.10.1. To pregnant and injecting drug users first.
  - 24.3.10.2. To other pregnant substance users second.
  - 24.3.10.3. To other injecting drug users third.
  - 24.3.10.4. To all other individuals fourth.

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Exhibit A Amendment #1

- 24.3.11. The program refers all pregnant women to the State when the program has insufficient capacity to provide services to any such pregnant women who seek the services of the program.
- 24.3.12. The program makes available interim services within 48 hours to pregnant women who cannot be admitted because of lack of capacity.
- 24.3.13. The program makes continuing education in treatment services available to employees who provide the services.
- 24.3.14. The program has in effect a system to protect patient records from inappropriate disclosure, and the system:
- 24.3.14.1. Is in compliance with all Federal and State confidentiality requirements, including 42 CFR part 2.
  - 24.3.14.2. Includes provisions for employee education on the confidentiality requirements and the fact that disciplinary action may occur upon inappropriate disclosure.
- 24.3.15. The program does not expend SAPT Block Grant funds to provide inpatient hospital substance abuse services, except in cases when each of the following conditions is met:
- 24.3.15.1. The individual cannot be effectively treated in a community-based, non-hospital, residential program.
  - 24.3.15.2. The daily rate of payment provided to the hospital for providing the services does not exceed the comparable daily rate provided by a community-based, non-hospital, residential program.
  - 24.3.15.3. A physician makes a determination that the following conditions have been met:
    - 1. The primary diagnosis of the individual is substance abuse and the physician certifies that fact.
    - 2. The individual cannot be safely treated in a community-based, non-hospital, residential program.
    - 3. The service can be reasonably expected to improve the person's condition or level of functioning.
    - 4. The hospital-based substance abuse program follows national standards of substance abuse professional practice.
    - 5. The service is provided only to the extent that it is medically necessary (e.g., only for those days that



Exhibit A Amendment #1

the patient cannot be safely treated in community-based, non-hospital, residential program.)

- 24.3.16. The program does not expend Substance Abuse Prevention and Treatment (SAPT) Block Grant funds to purchase or improve land; purchase, construct, or permanently improve (other than minor remodeling) any building or other facility; or purchase major medical equipment.
- 24.3.17. The program does not expend SAPT Block Grant funds to satisfy and requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds.
- 24.3.18. The program does not expend SAPT Block Grant funds to provide financial assistance to any entity other than a public or nonprofit private entity.
- 24.3.19. The program does not expend SAPT Block Grant funds to make payments to intended recipients of health services.
- 24.3.20. The program does not expend SAPT Block Grant funds to provide individuals with hypodermic needles or syringes.
- 24.3.21. The program does not expend SAPT Block Grant funds to provide treatment services in penal or corrections institutions of the State.
- 24.3.22. The program uses the Block Grant as the "payment of last resort" for services for pregnant women and women with dependent children, TB services, and HIV services and, therefore, makes every reasonable effort to do the following:
  - 24.3.22.1. Collect reimbursement for the costs of providing such services to persons entitled to insurance benefits under the Social Security Act, including programs under title XVIII and title XIX; any State compensation program, any other public assistance program for medical expenses, any grant program, any private health insurance, or any other benefit program.
  - 24.3.22.2. Secure from patients of clients payments for services in accordance with their ability to pay.
- 24.4. The Contractor shall comply with all relevant state and federal laws such as but not limited to:
  - 24.4.1. The Contractor shall, upon the direction of the State, provide court-ordered evaluation and a sliding fee scale (in Exhibit B) shall apply and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals.

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**Exhibit A Amendment #1**

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- 24.4.2. The Contractor shall comply with the legal requirements governing human subject's research when considering research, including research conducted by student interns, using individuals served by this contract as subjects. Contractors must inform and receive the Department's approval prior to initiating any research involving subjects or participants related to this contract. The Department reserves the right, at its sole discretion, to reject any such human subject research requests.
- 24.4.3. Contractors shall comply with the Department's Sentinel Event Reporting Policy.

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Exhibit B Amendment #1

**Method and Conditions Precedent to Payment**

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, of the General Provisions, for the services provided by the Contractor pursuant to Exhibit A.
2. This Agreement is funded by:
  - 2.1. New Hampshire General Funds;
  - 2.2. Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment Funds;
  - 2.3. Federal Funds from the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959); and
  - 2.4. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements.
3. The Contractor agrees to be reimbursed for services listed in Exhibit B-1 on a fee for service basis. The Contractor agrees the fees for services are all-inclusive rates to deliver the services and to meet the requirements in Exhibit A.
4. Method for Charging Services under this Contract
  - 4.1. The Contractor agrees to:
    - 4.1.1. Directly bill and receive payments for services provided under this contract from public and private insurance plans, the clients, and the Department;
    - 4.1.2. Assuring a billing and payment system that enables expedited processing to the greatest degree possible so that a client's admittance into the program is not unduly delayed, and overpayments are immediately refunded.
    - 4.1.3. Maintaining an accurate accounting and records for all services billed, payments received and overpayments (if any) refunded.
  - 4.2. The Contractor agrees to determine and charge for services provided to an eligible client under this contract, as follows:
    - 4.2.1. The Contractor shall charge up to the Contract Rate, in Exhibit B-1, by first charging the client's private insurance when the insurers' rates are at or lower than the Contract Rate.
    - 4.2.2. The Contractor shall charge the client according to a Sliding fee scale, in Section 7, when the Contractor determines or anticipates that the private insurer will not remit payment for the full amount of the Contract Rate in Exhibit B-1.
    - 4.2.3. If, after the Contractor charges the client's insurer (if applicable) and the client, any portion of the Contract Rate remains unpaid, the Contractor shall charge the

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Exhibit B Amendment #1

Department the balance (the Contract Rate less the private insurer and the client cost shares).

- 4.3. The Contractor agrees the amount charged to the client shall not exceed the Contract Rate in Exhibit B-1 multiplied by the corresponding percentage stated in Section 7 Sliding fee scale for the client's applicable income level.
  - 4.4. The Contractor shall not charge the combination of the public or private insurer, the client and the Department an amount greater than the Contract Rate in Exhibit B-1, except:
    - 4.4.1. In Exhibit A, Sections 4.1.4 Transitional Living and 4.1.5 Low-Intensity Residential Treatment as defined as ASAM Criteria, Level 3.1.
  - 4.5. In the event of an overpayment (wherein the combination of all payments received by the Contractor for a given service (except in Section 4.4.1) exceeds the Contract Rate stated in Exhibit B-1, the Contractor shall refund the parties in the reverse order, unless the overpayment was due to insurer, client or Departmental error. In instances of payer error, the Contractor shall refund the party who erred, and adjust the charges to the other parties, according to a correct application of the Sliding Fee Schedule.
5. The Contractor shall submit billing through the Website Information Technology System (WITS) for services listed in Exhibit B-1 as follows:
    - 5.1. Enter encounter note(s) into WITS no later than three (3) days after the date the service was provided to the client
    - 5.2. Review the encounter notes no later than 20 days following the last day of the billing month, and notify the Department that encounter notes are ready for review.
    - 5.3. Correct errors, if any, in the encounter notes as identified by the Department no later than 7 days after being notified of the errors and notify the Department the notes have been corrected and are ready for review.
    - 5.4. Batch and transmit the encounter notes upon Department approval for the billing month.
      - 5.4.1. Submit separate batches for each billing month.
    - 5.5. Agrees that encounter notes submitted for review after sixty (60) days of the last day of the billing month may be subject to non-payment.
    - 5.6. To the extent possible, the Contractor shall bill for services provided under this contract through WITS. For any services that are unable to be billed through WITS, the vendor shall work with the Department to develop an alternative process for submitting invoices.
  6. Payment for Crisis Services to Existing Clients and their Significant Others:
    - 6.1. The Department will reimburse the Contractor for Crisis Services as a fee for service either as individual outpatient services or individual recovery support services (non-

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**Exhibit B Amendment #1**

clinical) as defined in Exhibit A, Section 5.2 or 5.3, respectively and at the rates, unit type, and service limit in Exhibit B-1.

**7. Sliding Fee Scale**

7.1. The Sliding Fee Scale shall apply to the services listed in Exhibit B-1 as follows:

7.2. The Contractor will charge the client their portion of the Contract Rate (Maximum Allowed Charge) found in Exhibit B-1, based on the following sliding fee scale as follows:

7.2.1. When the client's income is 0% to 138% of the Federal Poverty Level (FPL), the Contractor will charge the client 0% of the Contract Rate.

7.2.2. When the client's income is 139 to 149% of the Federal Poverty Level (FPL), the Contractor will charge the client 8% of the Contract Rate.

7.2.3. When the client's income is 150% to 199% of the Federal Poverty Level (FPL), the Contractor will charge the client 12% of the Contract Rate.

7.2.4. When the client's income is 200% to 249% of the Federal Poverty Level (FPL), the Contractor will charge the client 25% of the Contract Rate.

7.2.5. When the client's income is 250% to 299% of the Federal Poverty Level (FPL), the Contractor will charge the client 40% of the Contract Rate.

7.2.6. When the client's income is 300% to 349% of the Federal Poverty Level (FPL), the Contractor will charge the client 57%% of the Contract Rate.

7.2.7. When the client's income is 350% to 399% of the Federal Poverty Level (FPL), the Contractor will charge the client 77% of the Contract Rate.

7.3. The Contractor shall not deny a minor child (under the age of 18) services because of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

**8. Non Reimbursement for Services**

8.1. The State will not reimburse the Contractor for services provided through this contract when a client has or may have an alternative payer for services described in this scope of work, such as:

8.1.1. Services covered by New Hampshire Health Protection Program for clients who are eligible for the New Hampshire Health Protection Program.

8.1.2. Services covered by New Hampshire Medicaid for clients who are eligible for New Hampshire Medicaid.

8.1.3. Services covered by Medicare for clients who are eligible for Medicare.

8.1.4. Services covered by the client's private insurer(s) at a rate greater than the contract rate (in Exhibit B-1) set by the Department.

8.2. Notwithstanding Section 8.1 above, the Contractor may seek reimbursement from the State for services provided under this contract when a client needs a service that is not covered by the payers listed in Section 8.1.

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Exhibit B Amendment #1

9. When the contract price limitation is reached the program shall continue to operate at full capacity at no charge to the Department for the duration of the contract period.
10. Funding may not be used to replace funding for a program already funded from another source.
11. The Contractor will keep records of their activities related to Department programs and services.
12. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
13. Contractor will have forty-five (45) days from the end of the contract period to submit to the Department final invoices for payment. Any adjustments made to a prior invoice will need to be accompanied by supporting documentation.
14. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:
  - 14.1. The Contractor agrees to use the SAPT funds as the payment of last resort.
  - 14.2. The Contractor agrees to the following funding restrictions on SAPT Block Grant expenditures to:
    - 14.2.1. Make cash payments to intended recipients of substance abuse services.
    - 14.2.2. Expend more than the amount of Block Grant funds expended in Federal Fiscal Year 1991 for treatment services provided in penal or correctional institutions of the State.
    - 14.2.3. Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
    - 14.2.4. Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.
  - 14.3. The Contractor agrees to the Charitable Choice federal statutory provisions as follows:
    - 14.3.1. Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse

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Date 6/21/16



Exhibit B Amendment #1

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funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

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Exhibit B-1 Amendment #1

**Service and Fee Table**

1. The Contractor shall be reimbursed for the Services and up to the Contract Rates in Table A below.
  - a. The Contract Rates in the Table A are the maximum allowed charged used in the Methods for Charging for Services under this Contract in Exhibit B, Section 4.

**Table A**

Service	Contract Rate (Maximum Allowed Charge)	Unit	Service Limit
Clinical Evaluation	\$275.00	Per evaluation	1 evaluation per 90 days, per client
Individual Outpatient	\$22.00	15 min	\$200 of combined individual & group per week, per client
Group Outpatient	\$6.60	15 min	
Intensive Outpatient	\$104.00	Per day and only on those days when the client attends individual and/or group counseling associated with the program.	4 days per week (\$380), per client
Partial Hospitalization	\$223.00	Per day and only on those days when the client attends individual and/or group counseling associated with the program.	6 days per week (\$1,218), per client
Transitional Living	\$110.00	Per day	7 days per week (\$700), per client
Low-Intensity Residential Adult	\$119.00	Per day	7 days per week (\$770), per client
High-Intensity Residential Adult	\$154.00	Per day	7 days per week (\$980), per client

New Hampshire Department of Health and Human Services  
 Substance Use Disorder Treatment and Recovery Support Services



Exhibit B-1 Amendment #1

Ambulatory Withdrawal Management without Extended On-Site Monitoring (ASAM Level 1-WM)	\$104.00	Per day	7 days per week (\$665), per client
Continuous Recovery Monitoring - Attempted	\$16.50	Per 3 attempted contacts over the course of at least 1 week	\$60 of combined attempted and completed per month for the first 12 months post discharge, per client
Continuous Recovery Monitoring - Completed	\$16.50	Per 1 completed contact	
Individual Recovery Support Services (Non-Clinical)	\$16.50	15 min	\$160 per week, per client

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 Date *6/2/16*



STATE OF NEW HAMPSHIRE  
 DEPARTMENT OF HEALTH AND HUMAN SERVICES  
 OFFICE OF MEDICAID BUSINESS AND POLICY

129 PLEASANT STREET, CONCORD, NH 03301-3857  
 603-271-9422 1-800-852-3345 Ext. 9422  
 Fax: 603-271-8431 TDD Access: 1-800-735-2964 www.dhha.nh.gov

Jeffery A. Meyers  
 Commissioner

Kathleen A. Dunn  
 Associate Commissioner  
 Medicaid Director

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March 7, 2016

Her Excellency, Governor Margaret Wood Hassan  
 and the Honorable Council  
 State House  
 Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Bureau of Drug and Alcohol Services, to enter into Agreements with multiple Vendors, listed below, to provide substance use disorder treatment and recovery support services statewide, in an amount not to exceed \$11,451,100, effective April 1, 2016 through June 30, 2017, upon approval by Governor and Executive Council. 56.1% Federal, 29.4% General, and 14.5% Other Funds.

Summary of contracted amounts by Vendor:

Vendor	Budgeted Amount
Concord Hospital, Inc. Concord	\$72,700
Families First of the Greater Seacoast, Portsmouth	\$35,900
Families in Transition, Manchester	\$357,600
Grafton County Department of Corrections, North Haverhill	\$95,300
Greater Nashua Council on Alcoholism, Inc., Nashua	\$3,734,500
HALO Educational Systems, Canaan	\$678,400
Headrest, Inc., Lebanon	\$453,700
Horizons Counseling Center, Inc., Gilford	\$239,900
Manchester Alcoholism Rehabilitation Center, Manchester	\$643,300

<b>Vendor</b>	<b>Budgeted Amount</b>
National Council on Alcoholism and Drug Dependency/Greater Manchester, Manchester	\$1,715,000
Phoenix Houses of New England, Providence Rhode Island	\$1,497,600
South Eastern New Hampshire Alcohol and Drug Abuse Services, Dover	\$1,455,800
Tri-County Community Action Program, Inc., Berlin	\$368,400
The Youth Council, Nashua	\$103,000
<b>Total</b>	<b>\$11,451,100</b>

Funds to support this request are available in State Fiscal Years 2016 and 2017 in the following accounts, with the authority to adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, without approval of the Governor and Executive Council.

Please see Attachment A for fiscal details.

#### **EXPLANATION**

The attached agreements represent fourteen (14) of a total fifteen (15) agreements with a combined price limitation of \$11,451,100 of a total \$11,940,600 that will allow the Contractors listed to provide an array of Substance Use Disorder Treatment and Recovery Support Services statewide to children and adults with substance use disorders, who have income below 400% the Federal Poverty level and are residents of New Hampshire or are homeless in New Hampshire. (See attached Summary of Contracted Services by Vendor). Substance use disorders occur when the use of alcohol and/or drugs causes clinically and functionally significant impairment, such as health problems, disability, and failure to meet major responsibilities at work, school, or home. The existence of a substance use disorder is determined using a clinical evaluations based on Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition criteria. The final contract will be presented to the Governor and Executive Council at an upcoming meeting.

These Agreements are part of the Department's overall strategy to respond to the opioid epidemic that continues to negatively impact New Hampshire's individuals, families, and communities as well as to respond to other types of substance use disorders. In 2014 there were 325 drug overdose deaths in New Hampshire with the death toll for 2015 at 385 as of January 8, 2016; however, the 2015 statistics are expected to increase as cases are still pending analysis.

The Department published a Request for Proposals for Substance Use Disorder Treatment and Recovery Support Services (RFP #16-DHHS-DCBCS-BDAS-03) on the Department of Health and Humans Services website November 3, 2015 to December 15, 2015. The Department received fifteen proposals. These proposals were reviewed and scored by a team of individuals with program specific knowledge. The Department selected all the Vendors to provide these services (See attached Summary Score Sheet).

Some of the Vendors' proposals scored lower than anticipated; however, it was determined that losing substance use disorder treatment and recovery support services in the midst of an Opioid Crisis would be detrimental to the individuals, families, and communities of New Hampshire. In order to ensure effective delivery of services, the Department has strengthened language in the Vendors' contracts.

The Contract includes language to assist pregnant and parenting women by providing interim services if they are on a waitlist, to ensure clients have faster access to services by maintaining and monitoring a waitlist on an agency and statewide level, to ensure clients contribute to the cost of services by assessing client income at intake and on a monthly basis, and to ensure care coordination for the clients by assisting them with accessing services or working with a client's existing provider for physical health, behavioral health, medication assisted treatment and peer recovery support services.

The Department will monitor the performance of the Vendors by monitoring monthly reports, quarterly utilization, completing site visits, and reviewing client records. In addition, the Department is developing a Quality Monitoring and Improvement Plan to manage the performance of these contracts.

The attached Contracts include language that reserves the right to renew each contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of contracted services and Governor and Executive Council approval.

The Contract for Greater Nashua Council on Alcoholism, Inc. includes language in Exhibit B, Paragraph 8.4 that allows the Department to amend the contract by adjusting amounts between budget line items for statewide Crisis Services, within the price limitation, upon written agreement of both parties without Governor and Executive Council approval, if needed and justified.

The Contract for National Council on Alcoholism and Drug Dependency/Greater Manchester includes language in Exhibit A, Section 25, for the use of the Tirrell House, a State owned building, for residential substance use disorder treatment services for up to 14 individuals. The Contract includes up to \$286,000 for repairs/replacement of the fire alarm system, fire suppression system, upgrade the kitchen, and other miscellaneous repairs as required by the joint inspection of the State of New Hampshire Fire Marshall, City of Manchester, and the Department's Health Facilities Administration.

Should the Governor and Executive Council determine to not authorize this Request, the Contractors would not have sufficient resources to promote and provide the array of services necessary to provide individuals with substance use disorders the necessary tools to achieve, enhance and sustain recovery. In addition, failure to obligate the federal funds in the Substance Abuse Prevention and Treatment Block Grant to community based programs to provide alcohol and other drug treatment services could result in the loss of Federal Block Grant funds made available for these services.

Area served: Statewide.

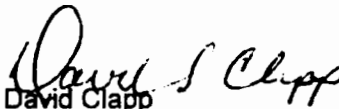
Source of Funds: 56.1% Federal Funds from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, CFDA #93.959, Federal Award Identification Number TI010035-14, and 29.4% General Funds and 14.5% Other Funds from the Governor's Commission on Alcohol and Other Drug Abuse Prevention, Intervention and Treatment.

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Kathleen A. Dunn  
Associate Commissioner



David Clapp  
Facilities

Approved by:



Jeffery A. Meyers  
Commissioner

Attachment A  
Financial Details

**05-95-49-491510-2989 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% Other Funds)**

Concord Hospital, Inc (Vendor #177653 B014)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$1,745
2017	102-500734	Contracts for Prog Svc	\$8,724
<b>Sub-total</b>			<b>\$10,469</b>

Families First of the Greater Seacoast (Vendor #166629 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$382
2017	102-500734	Contracts for Prog Svc	\$2,003
<b>Sub-total</b>			<b>\$2,385</b>

County of Grafton (Vendor #177397 B003)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$2,287
2017	102-500734	Contracts for Prog Svc	\$12,008
<b>Sub-total</b>			<b>\$14,295</b>

Attachment A  
Financial Details

Greater Nashua Council on Alcoholism (Vendor #166574 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$89,628
2017	102-500734	Contracts for Prog Svc	\$470,547
<b>Sub-total</b>			<b>\$560,175</b>

HALO Ed Systems (Vendor #230732 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$16,282
2017	102-500734	Contracts for Prog Svc	\$85,478
<b>Sub-total</b>			<b>\$101,760</b>

Headrest, Inc (Vendor #175226 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$10,889
2017	102-500734	Contracts for Prog Svc	\$57,166
<b>Sub-total</b>			<b>\$68,055</b>

Horizons Counseling Center, Inc (Vendor #156808 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$5,758
2017	102-500734	Contracts for Prog Svc	\$30,227
<b>Sub-total</b>			<b>\$35,985</b>



Attachment A  
Financial Details

Manchester Alcoholism Rehabilitation Center (Vendor #177204 B005)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$15,439
2017	102-500734	Contracts for Prog Svc	\$81,056
<b>Sub-total</b>			<b>\$96,495</b>

National Council on Alcoholism and Drug Abuse Services (Vendor #177265 R001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$34,296
2017	102-500734	Contracts for Prog Svc	\$180,054
<b>Sub-total</b>			<b>\$214,350</b>

Phoenix Houses of New England, Inc. (Vendor #177589 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$35,942
2017	102-500734	Contracts for Prog Svc	\$188,698
<b>Sub-total</b>			<b>\$224,640</b>

Southeastern New Hampshire Alcohol and Drug Abuse Services (Vendor #155292 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$34,939
2017	102-500734	Contracts for Prog Svc	\$183,431
<b>Sub-total</b>			<b>\$218,370</b>

Attachment A  
Financial Details

Tri-County Community Action Programs, Inc (Vendor #177195 B009)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$8,842
2017	102-500734	Contracts for Prog Svc	\$46,418
<b>Sub-total</b>			<b>\$55,260</b>

The Youth Council (Vendor #154886 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$2,215
2017	102-500734	Contracts for Prog Svc	\$11,630
<b>Sub-total</b>			<b>\$13,845</b>
<b>Total Gov. Comm</b>			<b>\$1,616,084</b>

**05-95-49-491510-2990 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES (34.4% General 65.6% Federal)**

Concord Hospital, Inc (Vendor #177653 B014)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$12,795
2017	102-500734	Contracts for Prog Svc	\$49,436
<b>Sub-total</b>			<b>\$62,231</b>

Families First of the Greater Seacoast (Vendor #166629 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$2,798
2017	102-500734	Contracts for Prog Svc	\$30,717
<b>Sub-total</b>			<b>\$33,515</b>

Attachment A  
Financial Details

Families in Transition (Vendor #157730 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$71,520
2017	102-500734	Contracts for Prog Svc	\$286,080
<b>Sub-total</b>			<b>\$357,600</b>

County of Grafton (Vendor #177397 B003)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$16,773
2017	102-500734	Contracts for Prog Svc	\$64,232
<b>Sub-total</b>			<b>\$81,005</b>

Greater Nashua Council on Alcoholism (Vendor #166574 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$667,112
2017	102-500734	Contracts for Prog Svc	\$2,507,213
<b>Sub-total</b>			<b>\$3,174,325</b>

Attachment A  
Financial Details

HALO Ed Systems (Vendor #230732 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$119,398
2017	102-500734	Contracts for Prog Svc	\$457,242
<b>Sub-total</b>			<b>\$576,640</b>

Headrest, Inc (Vendor #175226 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$79,851
2017	102-500734	Contracts for Prog Svc	\$305,794
<b>Sub-total</b>			<b>\$385,645</b>

Horizons Counseling Center, Inc (Vendor #156808 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$42,222
2017	102-500734	Contracts for Prog Svc	\$161,693
<b>Sub-total</b>			<b>\$203,915</b>

Attachment A  
Financial Details

Manchester Alcoholism Rehabilitation Center (Vendor #177204 B005)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$113,221
2017	102-500734	Contracts for Prog Svc	\$433,584
<b>Sub-total</b>			<b>\$546,805</b>

National Council on Alcoholism and Drug Abuse Services (Vendor #177265 R001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$537,504
2017	102-500734	Contracts for Prog Svc	\$963,146
<b>Sub-total</b>			<b>\$1,500,650</b>

Phoenix Houses of New England, Inc (Vendor #177589 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$263,578
2017	102-500734	Contracts for Prog Svc	\$1,009,382
<b>Sub-total</b>			<b>\$1,272,960</b>

Attachment A  
Financial Details

Southeastern New Hampshire Alcohol and Drug Abuse Services (Vendor #155292 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$256,221
2017	102-500734	Contracts for Prog Svc	\$981,209
<b>Sub-total</b>			<b>\$1,237,430</b>

Tri-County Community Action Programs, Inc (Vendor #177195 B009)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$64,838
2017	102-500734	Contracts for Prog Svc	\$248,302
<b>Sub-total</b>			<b>\$313,140</b>

The Youth Council (Vendor #154886 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$16,245
2017	102-500734	Contracts for Prog Svc	\$72,910
<b>Sub-total</b>			<b>\$89,155</b>
<b>Total Clinical Svcs</b>			<b>\$9,835,016</b>
<b>Grand Total</b>			<b>\$11,451,100</b>

Substance Use Disorder Treatment Services and Recovery Support Services:	Individual Outpatient	Group Outpatient	Intensive Outpatient	Partial Hospitalization	Transitional Living	Low-Intensity Residential	High-Intensity Residential	High-Intensity Residential for Pregnant and Parenting Women	Ambulatory WM w/o Extended On-Site Monitoring (ASM Level 1/WM)	Medically Monitored Inpatient Withdrawal Management (ASAM Level 3.7 WM)	Medication Assisted Treatment	Continuous Recovery Monitoring	Enhanced Recovery Support Services	Individual Recovery Support Services (non-clinical)	Group Recovery Support Services (non-clinical)	Statewide Crisis	Crisis services to agency's own clients
Vendors:																	
Concord Hospital, Inc.	X	X	X									X		X			X
Families First of the Greater Seacoast	X										X	X	X	X	X		X
Families in Transition	X	X	X									X	X	X	X		X
Goodwin Community Health	X	X	X								X	X	X	X	X		X
Grafton County DOC	X	X	X									X	X	X	X		X
Greater Nashua Council on Alcoholism, Inc.	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
HALO Educational Systems	X	X	X									X	X	X	X		X
Headrest, Inc.	X	X	X			X						X	X	X	X		X
Horizons Counseling Center, Inc.	X	X	X								X	X	X	X	X		X
Manchester Alcoholism Rehabilitation Center (subsidiary of Easter Seals New Hampshire Inc.) - Total	X	X	X	X	X	X	X			X				X	X		X
National Council on Alcoholism and Drug Dependency/Greater Manchester	X	X	X	X	X	X	X		X					X	X		X
Phoenix Houses of New England - Total	X	X	X	X	X	X	X				X			X	X		X
South Eastern New Hampshire Alcohol and Drug Abuse Services	X	X	X	X	X	X	X							X	X		X
Tri-County Community Action Program, Inc.	X	X	X			X	X				X	X		X	X		X
The Youth Council	X	X	X									X		X	X		X

An "X" indicates that the Vendor will provide the corresponding contracted service.



New Hampshire Department of Health and Human Services  
Office of Business Operations  
Contracts & Procurement Unit  
Summary Score Sheet

Substance Use Disorder Treatment  
and Recovery Support Services

(RFP) #16-DHHS-DCBCS-BDAS-03

RFP Name

RFP Number

Reviewer Names

- Bidder Name**
1. Concord Hospital, Inc.
  2. Families First of the Greater Seacoast
  3. Families in Transition
  4. Goodwin Community Health
  5. Grafton County
  6. Greater Nashua Council on Alcoholism, Inc.
  7. HALO Educational Systems
  8. Headrest, Inc.
  9. Horizons Counseling Center, Inc.
  10. Manchester Alcoholism Rehabilitation Center  
(subsidiary of Easter Seals New Hampshire Inc.)
  11. National Council on Alcoholism and Drug  
Dependency/Greater Manchester
  12. Phoenix Houses of New England
  13. South Eastern New Hampshire Alcohol and Drug  
Abuse Services
  14. Tri-County Community Action Program, Inc.
  15. The Youth Council

Maximum Points	Actual Points
945	687
945	715
945	751
945	587
945	492
945	820
945	460
945	390
945	717
945	661
945	684
945	626
945	562
945	570
945	515

1. Jaime Powers, BDAS Clinical  
Services Unit Administrator
2. Linda Parker, BDAS Program  
Specialist IV
3. Paul Kiernan, BDAS Program  
Specialist IV
4. Michele Harlan, DHHS Director of  
Mental Health Services
5. Rhonda Siegel, DPHS,  
Administrator II
6. Donna Ferland, NH Hospital  
Administrator III / Financial Mngr
7. P. J. Nadeau, DHHS Financial  
Manager
8. Ann Driscoll, Administrator



Subject: Substance Use Disorder Treatment and Recovery Support Services (16-DHHS-DCBCS-BDAS-03-SUBST-13)

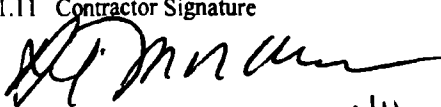
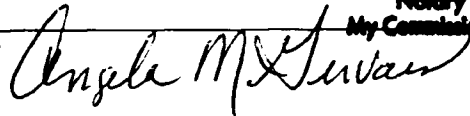
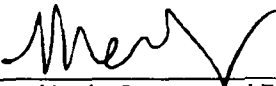
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name South Eastern New Hampshire Alcohol and Drug Abuse Services		1.4 Contractor Address 272 County Farm Road Dover, NH 03820	
1.5 Contractor Phone Number 603-516-8164	1.6 Account Number 05-95-49-491510-29890000-102-500734; 05-95-49-491510-29900000-102-500734	1.7 Completion Date June 30, 2017	1.8 Price Limitation \$1,455,800.
1.9 Contracting Officer for State Agency Eric Borrin, Director		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Heidi Moran Clinical Administrator	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Strafford</u> On <u>February 24, 2016</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal]		 ANGELO M. GERVASIS Notary Public - New Hampshire My Commission Expires December 23, 2019	
1.13.2 Name and Title of Notary or Justice of the Peace Angela M. Gervais, Notary Public, NH Office Manager			
1.14 State Agency Signature Kathleen Quinn Date: 2/26/16		1.15 Name and Title of State Agency Signatory Kathleen A. Quinn Associate Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  Megan A. Hoke, On: _____ Attorney 3/7/16			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

*Am*  
2/24/16

**2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

#### 8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

#### 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

**10. TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

**11. CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### 14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate ; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.


Contractor Initials   
Date 2/24/16



Exhibit A

**Scope of Services**

**1. Provisions Applicable to All Services**

- 1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

**2. Definitions**

- 2.1. Adolescents: Adolescents are individuals under the age of 18.
- 2.2. American Society of Addiction Medicine (ASAM): ASAM is a professional society representing over 3,500 physicians, clinicians and associated professionals in the field of addiction medicine. ASAM is dedicated to increasing access and improving the quality of addiction treatment, educating physicians and the public, supporting research and prevention, and promoting the appropriate role of physicians in the care of patients with addiction. More information can be found at: <http://www.asam.org/>
- 2.3. American Society of Addiction Medicine Criteria: ASAM's criteria, formerly known as the ASAM patient placement criteria, is the result of a collaboration that began in the 1980s to define one national set of criteria for providing outcome-orientated and results-based care in the treatment of addiction. Today the criteria have become the most widely used and comprehensive set of guidelines for placement, continued stay and transfer/discharge of patients with addiction and co-occurring conditions. ASAM's criteria are required in over 30 states. More information can be found at: <http://www.asam.org/publications/the-asam-criteria>
- 2.4. Charitable Choice: Charitable Choice is Public Law 102-321, 102d Congress and amended in 1992 and again in 2000 (Children's Health Services Act). Charitable Choice is a federal legislative provision designed to remove barriers to faith-based organizations receiving certain Federal funds. States may allocate Block Grant funds to faith-based treatment and recovery support services programs that maintain their religious character and hire people of their same faith, who also meet state requirements for licensing or certification of substance abuse treatment and recovery support services programs and staff. The Charitable Choice final rules were published in the Federal Register on September 30, 2003.
- 2.5. Clinical Evaluation: A Clinical Evaluation is a biopsychosocial evaluation completed in accordance with Technical Assistance Publication (TAP) 21: Addiction Counseling Competencies, available at <http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171>.

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Date *2/24/16*



**Exhibit A**

- 2.6. Days: Days in this Exhibit A and Exhibit B refers to calendar days, unless otherwise noted.
- 2.7. Evidence-Based Practice: Evidence-Based Practice is applying the best available research results (evidence) when making decisions about health care. Health care professionals who perform evidence-based practice use research evidence along with clinical expertise and patient preferences. Systematic reviews (summaries of health care research results) provide information that aids in the process of evidence-based practice.
- 2.7.1. The service shall be included as an evidence-based mental health and substance abuse intervention on the SAMHSA National Registry of Evidence-Based Programs and Practices (NREPP), <http://www.nrepp.samhsa.gov/ViewAll.aspx>
- 2.7.1.1. The service shall be included as an evidence-based mental health and substance abuse intervention on the SAMHSA National Registry of Evidence-Based Programs and Practices (NREPP), <http://www.nrepp.samhsa.gov/ViewAll.aspx>
- 2.7.1.2. The services shall be published in a peer-reviewed journal and found to have positive effects; or
- 2.7.1.3. The SUD treatment service provider shall be able to document the services' effectiveness based on the following:
1. The service is based on a theoretical perspective that has validated research; or
  2. The service is supported by a documented body of knowledge generated from similar or related services that indicate effectiveness;
- 2.8. Homeless: Homeless is (1) an individual or family who lacks a fixed, regular, and adequate nighttime residence; or (2) an individual or family who has a primary nighttime residence that is a supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels and congregate shelters), an institution other than a penal facility that provides temporary residence for individuals intended to be institutionalized, or a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.
- 2.9. Level of Care: Level of care refers to the intensity of treatment defined by the American Society of Addiction Medicine (ASAM) October 2013.
- 2.10. New Hampshire Resident: A New Hampshire resident is defined as a person residing in New Hampshire regardless of how long they have resided in New Hampshire or whether or not they have a fixed or permanent address.
- 2.11. Resiliency and Recovery Oriented Systems of Care (RROSC): RROSC are networks

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Date *2/24/16*



**Exhibit A**

of organizations, agencies, and community members that coordinate a wide spectrum of services to prevent, intervene in, and treat substance use problems and disorders. RROSCs support person-centered and self-directed approaches to care that build on the strengths and resilience of individuals, families, and communities to take responsibility for their sustained health, wellness, and recovery from alcohol and drug problems. In New Hampshire, this is operationalized by the Continuum of Care model.

- 2.12. Screening Positive for Substance Use Disorder: Screening positive for a Substance Use Disorder means that the individual is likely to meet the Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM 5) criteria for a Substance Use Disorder. If the client screens probable, a clinical evaluation will be required to determine if the client does in fact meet DSM 5 criteria for a Substance Use Disorder.
- 2.13. Substance Abuse Prevention and Treatment (SAPT) Block Grant: SAPT Block Grant was originally established by Public Law 97-35 (PL 97-35), creating the Alcohol, Drug Abuse and Mental Health Services Block Grant (later the Substance Abuse Prevention and Treatment Block Grant, and now the Behavioral Health Assessment and Plan), which became effective on October 1, 1992 for the purpose of carrying out and evaluating activities to prevent and treat substance abuse and dependence.
- 2.14. Substance use disorders occur when the use of alcohol and/or drugs causes clinically and functionally significant impairment, such as health problems, disability, and failure to meet major responsibilities at work, school, or home. The existence of a substance use disorder is determined using Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM 5) criteria.
- 2.15. Web Information Technology System (WITS): WITS is a secure, 24/7 accessible web-based information technology system for the purpose of storing client demographic information. All BDAS contracted providers use WITS to report on the National Outcome Measures (NOMs) established by the SAMHSA, as required in the Federal Substance Abuse Prevention and Treatment Block Grant.

**3. Covered Populations**

- 3.1. The Contractor shall provide services in this Contract to the general population in Section 3.2 who:
  - 3.1.1. Have a substance use disorder; and
  - 3.1.2. Have income below 400% Federal Poverty Level; and
  - 3.1.3. Are Residents of New Hampshire; or
  - 3.1.4. Are homeless in New Hampshire.



Exhibit A

- 3.2. The Contractor agrees to provide services in this Contract to the general client population that includes, but not limited to:
- 3.2.1. Adolescents;
  - 3.2.2. Adults
  - 3.2.3. Pregnant women;
  - 3.2.4. Women with dependent children;
  - 3.2.5. Injection drug users;
  - 3.2.6. Individuals with co-occurring substance use and mental health disorders;
  - 3.2.7. Veterans; and/or
  - 3.2.8. Individuals who are involved with the criminal justice system.
- 3.3. The Contractor shall provide services in this Contract separately for adolescents and adults unless approved by the Department.

**4. Substance Use Disorder Treatment Services**

- 4.1. The Contractor is required to provide to eligible individuals the following substance use disorder treatment services:
- 4.1.1. Outpatient Treatment as defined as American Society of Addiction Medicine (ASAM) Criteria, Level 1. Outpatient Treatment services assist an individual or group of individuals to achieve treatment objectives through the exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.
  - 4.1.2. Intensive Outpatient Treatment as defined as ASAM Criteria, Level 2.1. Intensive Outpatient Treatment services provide intensive and structured individual and group alcohol and/or other drug treatment services and activities that are provided according to an individualized treatment plan that includes a range of outpatient treatment services and other ancillary alcohol and/or other drug services. Services for adults are provided at least 3 hours a day and at least 3 days a week. Services for adolescents are provided at least 2 hours a day and at least 3 days a week.
  - 4.1.3. Low-Intensity Residential Treatment as defined as ASAM Criteria, Level 3.1 for adults and/or adolescents. Low-Intensity Residential Treatment services provide residential substance abuse treatment services designed to support individuals that need this residential service. The goal of low-intensity residential treatment is to prepare clients to become self-sufficient in the community. Adult residents typically work in the community and may pay a portion of their room and board.
    - 4.1.3.1. The Contractor may charge the client fees for room and board, in

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**Exhibit A**

addition to the client's portion via the sliding fee scale, to the client's insurance charges, and to the Department for the remaining balance as outlined in Exhibit B, according to the guidelines below.

1. When the client's income is 0% to 138% of the Federal Poverty Level (FPL), the Contractor will not charge the client rent.
2. When the client's income is 139 to 149% of the Federal Poverty Level (FPL), the Contractor may charge the client up to \$8 per week.
3. When the client's income is 150% to 199% of the Federal Poverty Level (FPL), the Contractor may charge the client up to \$12 per week.
4. When the client's income is 200% to 249% of the Federal Poverty Level (FPL), the Contractor may charge the client up to \$25 per week.
5. When the client's income is 250% to 299% of the Federal Poverty Level (FPL), the Contractor may charge the client up to \$40 per week.
6. When the client's income is 300% to 349% of the Federal Poverty Level (FPL), the Contractor may charge the client up to \$57 per week.
7. When the client's income is 350% to 399% of the Federal Poverty Level (FPL), the Contractor may charge the client up to \$77 per week.

4.1.3.2. The Contractor shall hold in individual separate accounts 50% of the amount charged to the resident that will be returned to the resident at the time of discharge.

4.1.3.3. The Contractor shall maintain records to account for the client's contribution to room and board.

4.1.4. High-Intensity Residential Treatment for Adults as defined as ASAM Criteria, Level 3.5 and/or Medium Intensity Residential for Adolescents as defined as ASAM Criteria, Level 3.5. These two services provide residential substance abuse treatment designed to assist individuals who require a more intensive level of service in a structured setting.

4.2. The Contractor shall submit for Department approval, within 30 days from the contract effective date, a list of the service components that comprise the substance use disorder treatment services including the frequency of those components for all services described above in Section 4.1, except for Outpatient Treatment.



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- 4.3. The Contractor shall submit for Department approval, within 30 days from the contract effective date, the evidenced based practices to be used for all services in Section 4.1.
- 4.4. The Contractor shall submit for Department approval, changes to service components in Section 4.2 and to evidence-based practices in Section 4.3, within 30 days prior to making the changes effective.

**5. Crisis Services to Existing Clients or their Significant Others**

- 5.1. The Contractor shall provide Crisis Services to existing clients or their significant others as follows:
  - 5.1.1. Provide Crisis Services, 24 hours per day, 7 days a week either in person or by telephone that:
    - 5.1.1.1. Assist individuals in addressing a current crisis related to their substance use disorder or the substance use disorder of a significant other;
    - 5.1.1.2. Provide counseling services to assist with client stabilization, assessment of client's psychological stability and risk for harming themselves or others and appropriate referral based on this assessment; and
    - 5.1.1.3. Refer clients to appropriate treatment and other resources in the client's service area.
    - 5.1.1.4. If a request for crisis services comes from an individual who is not a current client, that individual may be referred to the statewide crisis services provider.
  - 5.1.2. Provide encounter notes in the client's health record.
  - 5.1.3. Provide sufficient staffing to provide Crisis Services as described above at least during normal business hours defined as 8 am to 5 pm, Monday through Friday.
  - 5.1.4. May refer clients to the Statewide Crisis Services hotline, after normal business hours.
- 5.2. The Contractor agrees that Crisis Services shall be considered individual outpatient services when the Crisis Service provided has the specific purpose of treating the individual's substance use disorder.
- 5.3. The Contractor agrees that Crisis Services shall be considered individual recovery support services (non-clinical) when the Crisis service provided has the purpose of reducing or removing a barrier to the client achieving or maintaining recovery without directly treating the substance use disorder.

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## 6. Recovery Support Services

6.1. The Contractor shall provide Recovery Support Services such as:

- 6.1.1. Non-clinical services such as but not limited to parenting, job search, financial management, skills development, and paraprofessional counseling services by:
  - 6.1.1.1. A Certified Recovery Support Worker (CRSW) under the supervision of a Masters Licensed Alcohol and Drug Counselor (MLADC); or
  - 6.1.1.2. A Certified Recovery Support Worker (CRSW) under the supervision of a Licensed Alcohol and Drug Counselor (LADC) with a Licensed Clinical Supervisor (LCS); or
  - 6.1.1.3. A MLADC or LADC
  - 6.1.1.4. Submitting for Department approval, within 30 days from the contract effective date, the name and description of the activities/services to provide non-clinical services.

## 7. Enrolling Clients for Services

7.1. The Contractor shall complete Intake Screenings and ASAM Level of Care Assessments, as follows:

- 7.1.1. Have direct contact (face to face communication by meeting in person, or electronically, or by telephone conversation) with an individual within two (2) business days from the date that individual (defined as a non-client, existing client, other provider, or any other person or entity) contacts the Contractor for Substance Use Disorder Treatment and Recovery Support Services.
- 7.1.2. Complete an initial Intake Screening within two (2) business days from the date of the first direct contact with the individual, using the eligibility module in Web Information Technology System (WITS) to determine probability of being eligible for services under this contract and for probability of having a substance use disorder.
- 7.1.3. Assess clients' income prior to admission using the WITS fee determination model and assure that clients' income information is updated as needed over the course of treatment by asking clients about any changes in income no less frequently than every 4 weeks.
- 7.1.4. Complete an ASAM Level of Care Assessment for all services in Section 4, within two (2) days of the initial Intake Screening in (Section 7.1.2) using the ASI Lite module, in WITS or in another electronic medical/health record system, or an alternative assessment tool as directed by the Department, when the individual is determined probable of being eligible for services.
- 7.1.5. Make available to the Department upon request, the data from the ASAM Level of Care Assessment and in a format approved by the Department, when using an electronic medical/health record system other than WITS.

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**Exhibit A**

7.1.6. The Contractor shall complete a clinical evaluation of clients for services in Section 4, as follows:

7.1.6.1. Prior to admission as a part of interim services or within 3 days following admission, and during treatment only when determined by licensed clinician.

7.2. The Contractor shall determine client eligibility for services under this contract using the eligibility criteria as follows:

7.2.1. The individual's income must be below 400% of Federal Poverty Level (FPL);

7.2.2. The individual must be a resident of New Hampshire or homeless in New Hampshire;

7.2.3. The individual must be determined positive for a substance use disorder (as evidenced in their clinical evaluation, Section 7.1.6

7.2.4. The individual is eligible for services described in Section 4 as determined by the ASAM Level of Care Assessment (defined in Section 7.1.4) unless:

7.2.4.1. The client chooses to receive a service with a lower ASAM Level of Care; or

7.2.4.2. The service with the needed ASAM Level of Care is unavailable at the time the level of care is determined in Section 7.1.4, in which case the client may choose:

1. A service with a lower ASAM Level of Care;
2. A service with the next available higher ASAM Level of Care;
3. Be placed on the waitlist until their service with the assessed ASAM Level of Care becomes available as in Section 7.1.4; or
4. Be referred to another agency in the client's service area that provides the service with the needed ASAM Level of Care.

7.3. The Contractor agrees to provide services to all eligible clients who:

7.3.1. Receive Medication Assisted Treatment services from other providers such as a client's primary care provider;

7.3.2. Have co-occurring mental health disorders; or

7.3.3. Are on medications and are taking those medications as prescribed regardless of the class of medication.

7.4. The Contractor shall admit eligible clients for services according to the order of priority described below:

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*[Handwritten Date: 2/24/14]*



**Exhibit A**

- 7.4.1. Pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame. If the contractor is unable to admit a pregnant woman for the needed level of care within 24 hours, the contractor shall:
- 7.4.1.1. Assist the pregnant woman with identifying alternative providers and with accessing services with these providers. This assistance must include actively reaching out to identify providers on the behalf of the client.
  - 7.4.1.2. Provide interim services until the appropriate level of care becomes available at either the contractor agency or an alternative provider. Interim services shall include:
    - 1. At least one 60 minute individual or group outpatient session per week;
    - 2. Recovery support services as needed by the client;
    - 3. Daily calls to the client to assess and respond to any emergent needs.
- 7.4.2. Individuals who have been administered Narcan to reverse the effects of an opioid overdose either in the 14 days prior to screening or in the period between screening and admission to the program.
- 7.4.3. Individuals with a history of injection drug use including the provision of interim services within 14 days.
- 7.4.4. Individuals with substance use and co-occurring mental health disorders.
- 7.4.5. Individuals with Opioid Use Disorders.
- 7.4.6. Veterans with substance use disorders
- 7.4.7. Individuals with substance use disorders who are involved with the criminal justice system.
- 7.4.8. Individuals who require priority admission at the request of the Department.
- 7.5. The Contractor shall obtain consent from individuals prior to providing services as follows:
- 7.5.1. For individuals whose age is 12 and older, the Contractor is required to obtain consent from the individual themselves; or
  - 7.5.2. For individuals whose age is under 12, the Contractor is required to obtain consent from the individual's parent or legal guardian.

**8. Waitlist**

- 8.1. The Contractor shall place an eligible individual on a statewide waitlist in WITS when



Exhibit A

the service with the appropriate ASAM Level of Care (as defined in 7.1.4) is not available for the client at the time of screening as in Section 7.2.4.2.

- 8.1.1. The Contractor shall keep the client's information up to date on the statewide waitlist.
- 8.1.2. The Contractor shall notify the Department within 30 days from the effective date of the contract, with the name of the staff person who is responsible to monitoring and maintaining the waitlist.
- 8.1.3. The Contractor shall monitor the waitlist and ensure that clients begin services as soon as possible either under this contract or by a referral to an agency that has an earlier available opening as follows:
  - 8.1.3.1. Anytime a client contacts the agency for a service and that service is not available within 2 business days of contact, they must be immediately added to the agency's waitlist and to the waitlist of other agencies as appropriate.
  - 8.1.3.2. Anytime a client is getting ready to move to a new level of care that will not be provided by the current provider or for which the current provider has a waitlist, the provider shall add the client to the waitlist of other appropriate agencies.
  - 8.1.3.3. Anytime a client is added to the waitlist of another agency, the provider shall complete consent in WITS to allow the agency the client is being referred to review client information in WITS.
  - 8.1.3.4. Every business day, the staff member identified in 8.1.2 shall review pending clients from outside agencies to accept, reject or delete the client as appropriate.
  - 8.1.3.5. Every business day, the staff member identified in 8.1.2 shall review their agency waitlist to ensure that any clients who were on the agency waitlist who are no longer on the waitlist due to admission, inaccessibility, etc. have been removed from the waitlist.
- 8.1.4. The Contractor shall provide a client on the waitlist interim services, defined as recovery support services or services with a lower ASAM Level of Care, under this contract or by referral to an agency that has an earlier available opening in the client's service area.

**9. Client Fees and Assistance with Enrolling in Insurance Programs**

9.1. The Contractor agrees to collect allowable fees from clients and to assist them with enrolling in private or public insurance programs when appropriate, as follows:

- 9.1.1. Agrees to using the Sliding Fee Scale and charging the client for their share for services in accordance with Exhibit B.

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**Exhibit A**

- 9.1.2. Agrees not to delay a client's admittance into a Substance Use Disorder Treatment and Recovery Support Services program for services due to a client's inability to immediately pay his or her share of the allowable fees (in accordance with Exhibit B) or pending an insurer's payment
- 9.1.3. Agrees to assist clients, who are unable to secure financial resources necessary for initial entry into the program, with obtaining other potential sources such as:
  - 9.1.3.1. Assess the client's appropriateness for enrollment in public or private insurance, including but not limited to Medicaid and New Hampshire Health Protection Program, and assist the client in enrolling in an appropriate public or private insurance program; and/or
  - 9.1.3.2. Complete assistance at or before intake, but no later than 14 days after intake.
  - 9.1.3.3. Develop payment plans.
  - 9.1.3.4. Document the assistance in Section 9.1.3 in a progress note.
- 9.2. The Contractor may discontinue services for a client who does not pay their share of the allowable fee(s), only after working with the client as described in Section 9.1.3.
- 9.3. The Contractor shall provide clients with copies of their individual financial accounts, upon the clients' request.

**10. Service Delivery Activities and Requirements**

- 10.1. The Contractor shall assess all clients for risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge based on policies and process approved by the Department within thirty (30) days from the contract effective date.
- 10.2. The Contractor shall assess all clients for withdrawal risk based on ASAM (2013) standards at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and stabilize all clients based on ASAM (2013) guidance and shall:
  - 10.2.1. Provide stabilization services when a client's level of risk indicates a service with an ASAM Level of Care that can be provided under this Contract; If a client's risk level indicates a service with an ASAM Level of Care that can be provided under this contract, then the Contractor shall integrate withdrawal management into the client's treatment plan and provide on-going assessment of withdrawal risk to ensure that withdrawal is managed safely.
  - 10.2.2. Refer clients to a facility where the services can be provided when a client's risk indicates a service with an ASAM Level of Care that is higher

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- than can be provided under this Contract; Coordinate with the withdrawal management services provider to admit the client to an appropriate service once the client's withdrawal risk has reached a level that can be provided under this contract. and
- 10.3. The Contractor shall complete treatment plans for all clients based on clinical evaluation data within 3 days of the clinical evaluation (defined in Section 7.1.6) and must address all ASAM (2013) domains and shall:
    - 10.3.1. Be updated based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent;
    - 10.3.1. Have Treatment plan goals, objectives, and interventions written in terms that are specific, measurable, attainable, realistic and timely;
    - 10.3.2. Evidence the client's involvement in identifying, developing, and prioritizing goals, objectives, and interventions.
  - 10.4. The Contractor shall provide case management to clients that includes, at a minimum, coordination or care with Medication Assisted Treatment, physical, behavioral health, and peer recovery support providers as applicable with the client's:
    - 10.4.1. Primary care provider and if the client does not have a primary care provider, the Contractor will make an appropriate referral to one and coordinate care with that provider.
    - 10.4.2. Behavioral health care provider when serving clients with co-occurring substance use and mental health disorders, and if the client does not have a mental health care provider, then the Contractor will make an appropriate referral to one and coordinate care with that provider.
    - 10.4.3. Medication assisted treatment provider.
    - 10.4.4. Peer recovery support provider, and if the client does not have a peer recovery support provider, the Contractor will make an appropriate referral to one and coordinate care with that provider. Such coordination will include actively coordinating with local recovery community organizations (where available) to bring peer recovery support providers into the treatment setting to meet with clients to describe available services and engage clients in peer recovery support services as applicable.
  - 10.5. The Contractor shall submit for Department approval within thirty (30) days from the contract effective date, the policies and procedures for coordination of care described in in Section 10.4
  - 10.6. The Contractor will make continuing care, transfer, and discharge for all Services





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in Section 4. The Contractor shall decisions based on ASAM (2013) criteria and complete continuing of care, transfer and discharge plans that address all ASAM (2013) domains as follows:

- 10.6.1. Begin the process of discharge/transfer planning at the time of the client's intake to the program.
- 10.6.2. Review the 3 criteria for continuing services or the 4 criteria for transfer/discharge, when addressing continuing care or discharge/transfer that include:
  - 10.6.2.1. Continuing Service Criteria A: The patient is making progress, but has not yet achieved the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his or her treatment goals; or
  - 10.6.2.2. Continuing Service Criteria B: The patient is not yet making progress, but has the capacity to resolve his or her problems. He/she is actively working toward the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his/her treatment goals; and /or
  - 10.6.2.3. Continuing Service Criteria C: New problems have been identified that are appropriately treated at the present level of care. The new problem or priority requires services, the frequency and intensity of which can only safely be delivered by continued stay in the current level of care. The level of care which the patient is receiving treatment is therefore the least intensive level at which the patient's problems can be addressed effectively
  - 10.6.2.4. Transfer/Discharge Criteria A: The Patient has achieved the goals articulated in the individualized treatment plan, thus resolving the problem(s) that justified admission to the present level of care. Continuing the chronic disease management of the patient's condition at a less intensive level of care is indicated; or
  - 10.6.2.5. Transfer/Discharge Criteria B: The patient has been unable to resolve the problem(s) that justified the admission to the present level of care, despite amendments to the treatment plan. The patient is determined to have achieved the maximum possible benefit from engagement in services at the

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current level of care. Treatment at another level of care (more or less intensive) in the same type of services, or discharge from treatment, is therefore indicated; or

10.6.2.6. Transfer/Discharge Criteria C: The patient has demonstrated a lack of capacity due to diagnostic or co-occurring conditions that limit his or her ability to resolve his or her problem(s). Treatment at a qualitatively different level of care or type of service, or discharge from treatment, is therefore indicated; or

10.6.2.7. Transfer/Discharge Criteria D: The patient has experienced an intensification of his or her problem(s), or has developed a new problem(s), and can be treated effectively at a more intensive level of care.

10.6.3. The Contractor shall maintain clear documentation that explains why continued services are necessary for Recovery Support Services.

10.7. The Contractor will ensure educational information is provided to clients in all programs on HCV/HIV/TB & STD's as evidenced by inclusion in programming.

10.8. The Contractor shall deliver services using evidence based practices as demonstrated by meeting one of the following criteria in Section 2.6.

10.9. The Contractor shall deliver services in this Contract in accordance with:

10.9.1. The ASAM Criteria (2013). The ASAM Criteria (2013) can be purchased online through the ASAM website at: <http://www.asamcriteria.org/>

10.9.2. The Substance Abuse Mental Health Services Administration (SAMHSA) Treatment Improvement Protocols (TIPs) available at <http://store.samhsa.gov/list/series?name=TIP-Series-Treatment-Improvement-Protocols-TIPS->

10.9.3. The SAMHSA Technical Assistance Publications (TAPs) available at <http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1>

10.9.4. The Requirements in Exhibit K.

## 11. Continuous Recovery Monitoring

11.1. The Contractor shall provide Continuous Recovery Monitoring services to clients by providing on-going contact with a client following discharge from the program as follows:

11.1.1. Attempt to contact each client a minimum of three (3) times over the course of one week by telephone at a reasonable time when the client would normally be available.

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- 11.1.2. Provide to the Department within 30 days of the contract effective date, the policies and procedures in place for at least one completed biweekly contact as in Sections 11.1.3 through 11.1.8, by telephone or face to face, with the client following discharge. Contact clients at least bi-weekly and no less frequently than:
  - 11.1.2.1. 3 months post-discharge which is defined as 60 to 120 days from the last treatment service.
  - 11.1.2.2. 6 months post-discharge which is defined as 150 to 210 days from the last treatment service.
  - 11.1.2.3. 12 months post-discharge which is defined as 330 to 390 days from the last treatment service.
- 11.1.3. Inquire on the status of each client's recovery.
- 11.1.4. Identify any client needs.
- 11.1.5. Assist the client with addressing the needs identified in Section 11.1.4.
- 11.1.6. Provide early intervention to clients who have relapsed or whose recovery is at risk, as identified in Section 11.1.4, and record the same.
- 11.1.7. Include assessment of the National Outcomes Measures (NOMS) based client outcomes in WITS.
- 11.1.8. Complete the Client Follow-Up in WITS within 3 days of each completed contact.
- 11.2. The Contractor shall comply with performance of Exhibit A, Section 11.1.2, as follows:
  - 11.2.1. Twenty-five percent (25%) of discharged clients shall be contacted three (3) months after discharge.
  - 11.2.2. Ten percent (10%) of discharged clients shall be contacted (6) months after discharge.
  - 11.2.3. Five percent (5%) of discharged clients shall be contacted twelve (12) months after discharge.

## 12. Tobacco Cessation

- 12.1. The Contractor shall offer tobacco cessation tools and education to all eligible clients receiving services in this contract as follows:
  - 12.1.1. Assess clients for motivation in stopping the use of tobacco products;
  - 12.1.2. Offer resources such as but not limited to the Department's Tobacco Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the QuitLine; and

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- 12.1.3. Shall not use tobacco use, in and of itself, as grounds for discharging clients from services being provided under this contract.

**13. Tobacco Free Environment**

- 13.1. The Contractor shall have policies and procedures that create a tobacco-free environment. At a minimum these policies shall:
- 13.1.1. Include the smoking of any tobacco product, the use of oral tobacco products or "spit" tobacco, and the use of electronic devices;
  - 13.1.2. Apply to employees, clients and employee or client visitors;
  - 13.1.3. Prohibit the use of tobacco products within the contractor's facilities at any time.
  - 13.1.4. Prohibit the use of tobacco in any contractor owned vehicle.
  - 13.1.5. Include whether or not use of tobacco products is prohibited outside of the facility on the grounds.
  - 13.1.6. If use of tobacco products is allowed outside of the facility on the grounds:
    - 13.1.6.1. There shall be a designated smoking area(s) which is located at least 20 feet from the main entrance.
    - 13.1.6.2. All materials used for smoking in this area, including cigarette butts and matches, will be extinguished and disposed of in appropriate containers.
    - 13.1.6.3. Contractors will ensure periodic cleanup of the designated smoking area.
    - 13.1.6.4. If the designated smoking area is not properly maintained, it can be eliminated at the discretion of the contractor.
  - 13.1.7. Prohibit tobacco use in any company vehicle.
  - 13.1.8. Prohibit tobacco use in personal vehicles when transporting people on authorized business.
  - 13.1.9. Post the tobacco free environment policy in the contractor's facilities and vehicles and included in employee, client, and visitor orientation.

**14. Resiliency and Recovery Oriented System of Care (RROSC)**

- 14.1. The Contractor shall engage in and promote a Resiliency and Recovery Oriented System of Care (RROSC) at a minimum:
- 14.1.1. Provide families and communities with education around Substance Use Disorders Treatment and Recovery Support Services;
  - 14.1.2. Work with the Department's regional public health networks in order to

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reduce stigma associated with substance misuse and increase collaboration between prevention, treatment, and community supports.

**15. Service Management and Monitoring**

- 15.1. The Contractor shall maintain a consistent service capacity for Substance Use Disorder Treatment and Recovery Support Services statewide by:
  - 15.1.1. Monitoring its individual capacity to consistently and evenly deliver these services; and
  - 15.1.2. Monitoring and managing the utilization levels of care and service array required under this contract throughout the contract period.
  - 15.1.3. No less than monthly, the Contractor shall monitor the percentage of the contract funding expended relative to the percentage of the contract period that has elapsed. If there is a difference of more than 10% between expended funding and elapsed time on the contract the contractor shall notify the Department within 5 days and submit a plan for correcting the discrepancy within 10 days of notifying the Department.
  - 15.1.4. Beginning on July 1, 2016 and continuing every three months thereafter, the Department shall review the Contractor's utilization as described in Section 15.1.3 above. If the Contractor's expended funding is more than 25% below the elapsed time on the contract, the Department may amend the contract to reduce the overall price limitation.

**16. Service Area**

- 16.1. The Contractor will provide services described in this Scope of Work to any eligible client, regardless of where the client lives or works in New Hampshire.

**17. Residential Facilities License**

- 17.1. The Contractor shall submit for Department approval within 15 days of the effective date of the Contract and 30 days prior to any effective changes, the name of the location(s) and address(es) where residential services will be provided to clients under this Contract.
- 17.2. The Contractor will ensure that the facilities where residential services are delivered meet all applicable standards, as required by the Department's Bureau of Health Facilities Administration upon receiving a residential facilities license as in Section 17.4.
- 17.3. The Contractor shall provide to the Department a copy of the required facility license upon receiving a residential facilities license as in Section 17.4 and then within 30 days after each newly issued license.



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17.4. The Contractor shall work with the Department and provide to the Department for approval within 10 days of the effective date of the contract, a plan that includes the time line and necessary actions to achieve residential facility licensure.

**18. Staffing Requirements**

- 18.1. The Contractor shall meet the minimum staffing requirements as follows:
- 18.1.1. At least one Masters Licensed Alcohol and Drug Counselor (MLADC) or Licensed Alcohol and Drug Counselor (LADC) who also holds the Licensed Clinical Supervisor (LCS) credential;
  - 18.1.2. At least one MLADC or Licensed Alcohol and Drug Counselor (LADC) for every two unlicensed counselors providing clinical services;
  - 18.1.3. A sufficient number of:
    - 18.1.3.1. MLADCs to adequately provide for staff clinical supervision; and/or
    - 18.1.3.2. A sufficient number of LADCs with the LCS (Licensed Clinical Supervisor) credential to adequately provide for staff clinical supervision; and
    - 18.1.3.3. At least one Certified Recovery Support Worker (CRSW) for every 50 clients or portion thereof.
- 18.2. The Contractor shall utilize CRSWs to provide treatment services within their scope of practice as defined by New Hampshire Administrative Rule Title XXX, Chapter 330-C, Section 13.
- 18.3. Unlicensed staff providing clinical or recovery support services must hold a CRSW within 6 months of hire or effective date of this contract, whichever is later.
- 18.4. Have policies and procedures related to student interns to address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract, including but not limited to:
- 18.4.1. The Contractor shall base intern responsibilities and caseloads on student learning needs and school requirements and shall not utilize interns as adjunct staff to meet the staffing needs of the Contractor.
  - 18.4.2. Have student interns complete an approved ethics course prior to beginning their internship.
  - 18.4.3. Provide ongoing clinical supervision that includes:
    - 18.4.4. Weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress;



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- 18.4.5. Group supervision to help optimize the learning experience, when enough candidates are under supervision;
- 18.4.6. Content that covers the:
  - 18.4.6.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee, and that covers;
  - 18.4.6.2. The core functions as described in the Twelve Core Functions of Alcohol and Drug Counseling, available at <http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171>; and
  - 18.4.6.3. The standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics.
- 18.5. The Contractor shall notify the Department, in writing of changes in key personnel and provide, within five (5) business days to the Department, updated resumes that clearly indicate the staff member is employed by the Contractor. Key personnel are those staff for whom at least 10% of their work time is spent providing alcohol or other drug abuse treatment services.
- 18.6. The Contractor shall notify the Department in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. The Contractor shall provide a copy of the resume of the employee, which clearly indicates the staff member is employed by the Contractor, with the notification.
- 18.7. The Contractor shall notify the Department in writing and submit a corrective action plan for Department approval within 14 days, when staffing does not meet the requirements defined in 18.1 through 18.4.
- 18.8. The Contractor shall provide in-service training to all staff involved in client care within 15 days of the contract effective date or the staff person's start date, if after the contract effective date, and at least every 90 days thereafter on the following:
  - 18.8.1. The contract requirements;
  - 18.8.2. Requirements in Exhibit K;
  - 18.8.3. SAMHSA Substance Abuse Prevention and Treatment Block Grant requirements relative to treatment services using a checklist provided by the Department; and
  - 18.8.4. All other relevant policies and procedures provided by the Department.
- 18.9. The Contractor shall provide in-service training or ensure attendance at an



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approved training by the Department to clinical staff on HCV/HIV/TB & STD's annually. The contractor shall provide the Department with a list of staff attending an in-service training or Certificates of Attendance.

18.10. The Contractor shall provide suitable office, treatment, and meeting space that complies with all fire, health, and safety codes and is handicapped and wheelchair accessible.

## 19. Web Information Technology System

19.1. The Contractor shall use the Web Information Technology System to record all encounter notes such as client activity and client contact within (3) days following the activity or contact including but not limited to: screening, fee determination, admission, billing, disenrollment, and discharge data.

19.2. The Contractor agrees that all encounter notes will include a record of the clinical content of the session. Encounter notes will be oriented track to client's progress with specific treatment goals.

## 20. Quality Assurance

20.1. The Contractor shall participate in all quality improvement activities requested by the Department such as, but not limited to:

20.1.1. Submission of monthly, web based contract compliance reports no later than the 10<sup>th</sup> day of the month following the reporting month;

20.1.2. Participation in electronic and in-person client record reviews;

20.1.3. Participation in site visits;

20.1.4. Reporting on National Outcome Measures (NOMs) data in WITS for:

20.1.4.1. 100% of all clients at admission;

20.1.4.2. 100% of all clients who are discharged because they have completed treatment or transferred to another program;

20.1.4.3. 50% of all clients who are discharged for reasons other than those specified above in Section 20.1.4.2;

20.1.4.4. 25% of all clients who are 3 months post-discharge as defined in Section 11.1.2.1;

20.1.4.5. 10% of all clients who are 6 months post-discharge as defined in Section 11.1.2.2;

20.1.4.6. 5% of all clients who are 12 months post-discharge as defined in Section 11.1.2.3;

20.1.4.7. The above NOMs reporting requirements are minimum requirements and the Contractor shall attempt to achieve greater reporting results when possible.

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20.1.5. Participation in training and technical assistance activities as directed by the Department, including but not limited to the ASAM Community of Practice developed by the Center for Excellence (the Department's Drug and Alcohol Services Technical Assistance Contractor).

**21. Performance Incentives**

21.1. The Contractor agrees that up to six (6) percent of the contract's maximum price limitation in Box 1.8 of the General Provision, Form P-37 will be reserved by the Department for performance incentives, except when there is a priority to pay for services. The Contractor agrees to the Department using all or some of the reserved funding to continue to pay for services when the Contractor has been reimbursed for at least 94% of the contract's price limitation for services.

21.1.1. The Contractor is eligible for incentive payments when successfully meeting the performance criteria in Section 21.1.2 and when there is available funding as in Section 21.1 at the time the Contractor meets the performance criteria.

21.1.2. The Contractor's performance criteria and incentive payments are as follows:

Performance Criteria	Incentive Payment
Access to Services: for each client who screens eligible for services and starts receiving services, other than evaluation, whether for the identified service for the ASAM Level of Care or interim services, within 10 business days following the eligibility screening.	The Contractor will receive an incentive payment of \$75.00
Completion: for each client who is discharged from the program because they have completed treatment or transferred to another treatment provider as recorded in the Discharge Type field of the WITS Discharge Module.	The Contractor will receive an incentive payment of \$75.00
Client Outcomes: for each client who was discharged from the program and meets at least 3 of the Outcome Criteria (in Section 21.1.2.1) in the 3 <sup>rd</sup> and/or 6 <sup>th</sup> month post-discharge, as evidenced by the WITS Follow-Up Module.	The Contractor will receive an incentive payment of \$50.00
Client Outcomes: for each client who was discharged from the program and meets at least 3 of the Outcome	The Contractor will receive an incentive payment of

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Performance Criteria	Incentive Payment
Criteria (below in Section 12.1.2.1) in the 12 <sup>th</sup> month post-discharge, as evidenced by the WITS Follow-Up Module.	\$100.00

21.1.2.1. The Contractor agrees to the post discharge outcome criteria as follows:

1. **Abstinence:** The client reports reduced or no substance use in the past 30 days prior to the contact.
2. **Employment/Education:** The client reports increased or retained employment or the client reports returning to or staying in school at the time of contact.
3. **Crime and Criminal Justice:** The client reports no arrests in the past 30 days prior to contact.
4. **Stability in Housing:** The client reports being in stable housing defined as not homeless or at risk of being homeless, at the time of contact.
5. **Social Connectedness:** The client reports engagement in Recovery Support Services, Care Coordination, and/or Community Based Support Groups in the past 30 days prior to contact.

21.1.2.2. The Contractor agrees that Performance Incentives will be calculated and paid on a monthly basis for clients meeting criteria in the previous month.

21.1.2.3. The Contractor may submit screening disposition data for all clients, regardless of payer source, at 6 months and 12 months from the contract effective date.

1. The Contractor may receive \$1,000 for each submission (if funding is available in the contract at the time the Contractor submits the data, with priority of funding being for services). Screening disposition data must include:
  - a. Total number of clients screened for services
  - b. Number of client screened appropriate for services
  - c. Number of clients engaging in services who's payer was:
    - i. This contract
    - ii. New Hampshire Health Protection Plan

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- iii. New Hampshire Medicaid
- iv. Medicare
- v. Private Insurance
- vi. Self-Pay

## 22. Liquidated Damages

- 22.1. The Contractor and the Department agree that the Web Information Technology System (WITS) shall be the source of record with data polls beginning September 1, 2016 and every 5 months thereafter.
- 22.2. The Contractor and the Department agree that it will be extremely impracticable and difficult to determine actual damages that the Department will sustain in the event that the Contractor fails to maintain the required performance standards in Section 11.2, throughout the life of the contract. Any breach by the Contractor will delay and disrupt the Department's operations and obligations and lead to significant damages. Therefore, the parties agree that the liquidated damages as specified in the sections below are reasonable.
- 22.3. Assessment of liquidated damages shall be in addition to, not in lieu of, such other remedies as may be available to the Department. Except and to the extent expressly provided herein, the Department shall be entitled to recover liquidated damages cumulatively under each section applicable to any given incident.
- 22.4. The Department shall make all assessments of liquidated damages. Should the Department determine that liquidated damages may, or will be assessed; the Department shall notify the Contractor as specified in Section 23, Notifications and Remedies for Liquidated Damages, below.
- 22.5. The Contractor shall submit a written Corrective Action Plan to the Department within five (5) business days of receiving notification as specified in Section 23, Notifications and Remedies for Liquidated Damages., for review and approval prior to implementation of the corrective action plan.
- 22.6. The Contractor agrees that as determined by the Department, failure to provide services that meet the performance standards in Section 11.2 shall result in liquidated damages as specified in Section 23, Notifications and Remedies for Liquidated Damages. The Department's decision to assess liquidated damages must be reasonable, based in fact and made in good faith.
- 22.7. The remedies specified in Section 23, Notifications and Remedies for Liquidated Damages, shall apply until the failure is cured or resulting dispute is resolved in the Contractor's favor.

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- 22.8. Liquidated damages in the amount of \$2,500 for failure to meet all three of the performance measures in Section 11.2, except for Section 11.2.1 the liquidated damage shall be assessed when the percentage falls below 15%, at the time specified in Section 22.1.
- 22.9. The Department will deduct the amount of liquidated damages being assessed from the amount the Department owes on the monthly billing submitted to the Department after the assessment of liquidated damages.
- 22.10. The amount of liquidated damages assessed by the Department to the Contractor shall not exceed the price limitation in Form P-37, General Provisions, block 1.8, Price Limitation.

**23. Notifications and Remedies for Liquidated Damages.**

- 23.1. Prior to the imposition of liquidated damages or any other remedies under this Contract, including termination for breach, the Department shall issue written notice of remedies that shall include, as applicable:
  - 23.1.1. A citation to the Contract provision violated.
  - 23.1.2. The remedies to be applied and the date the remedies shall be imposed.
  - 23.1.3. The basis for the Department's determination that the remedies shall be imposed.
  - 23.1.4. A request for a Corrective Action Plan.
  - 23.1.5. The timeframe and procedure for the Contractor to dispute the Department's determination. The Contractor's dispute of liquidated damages or remedies shall not stay the effective date of the proposed liquidated damages or remedies.
  - 23.1.6. If the failure is not resolved within the cure period, liquidated damages may be imposed retroactively to the date of failure to perform and continue until the failure is cured or any resulting dispute is resolved in the Contractor's favor.
- 23.2. In connection with any action taken or decision made by the Department with respect to this Contract, within ninety (90) days following the action or decisions, the Contractor may protest such action or decision by the delivery of a notice of protest to the Department and by which the Contractor may protest said action or decision and/or request an informal hearing with the Director of the Bureau of Drug and Alcohol Services.
  - 23.2.1. The Contractor shall provide the Department with an explanation of its position protesting the Department's action or decision.
  - 23.2.2. The Director shall determine a time that is mutually agreeable to the



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parties during which they may present their views on the disputed issues. It is understood that the presentation and discussion of the disputed issues will be informal in nature.

23.2.3. The Director shall provide written notice of the time, format and location of the presentation.

23.2.4. At the conclusion of the presentations, the Director shall consider all evidence and shall render a written recommendation as soon as practicable, but in no event more than thirty (30) days after the conclusion of the presentation.

23.2.5. The Director may appoint a designee to hear and determine the matter.

**24. State and Federal Requirements**

24.1. If there is any error, omission, or conflict in the requirements listed below, the applicable Federal, State, and Local regulations, rules and requirements shall control. The requirements specified below are provided herein to increase the Contractor's compliance.

24.2. The Contractor agrees to the following state and/or federal requirements for Program requirements for specialty treatment for pregnant and parenting women:

24.2.1. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.

24.2.2. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.

24.2.3. The program provides or arranges for primary medical care for women who are receiving substance abuse services, including prenatal care.

24.2.4. The program provides or arranges for child care with the women are receiving services.

24.2.5. The program provides or arranges for primary pediatric care for the women's children, including immunizations.

24.2.6. The program provides or arranges for gender-specific substance abuse treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, and parenting.

24.2.7. The program provides or arranges for therapeutic interventions for children in custody of women in treatment which may, among other things, address the children's developmental needs and their issues of sexual abuse, physical abuse, and neglect.

24.2.8. The program provides or arranges for sufficient case management and transportation services to ensure that the women and their children have access to the services described above.

24.2.9. Arrange for means activities to assist the client in finding and engaging in

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a service, which may include, but is not limited to helping the client to locate an appropriate provider, referring clients to the needed service provider, setting up appointments for clients with those providers, and assisting the client with attending appointments with the service provider.

24.3. The Contractor agrees to the following state and federal requirements for all programs in this Contract as follows:

24.3.1. Within 7 days of reaching 90% of capacity, the program notifies the state that 90% capacity has been reached.

24.3.2. The program admits each individual who requests and is in need of treatment for intravenous drug abuse not later than:

24.3.1.1. 14 days after making the request; or

24.3.1.2. 120 days if the program has no capacity to admit the individual on the date of the request and, within 48 hours after the request, the program makes interim services available until the individual is admitted to a substance abuse treatment program

24.3.2. The program offers interim services that include, at a minimum, the following:

24.3.2.1. Counseling and education about HIV and Tuberculosis (TB), the risks of needle-sharing, the risks of transmission to sexual partners and infants, and steps that can be taken to ensure that HIV and TB transmission does not occur

24.3.2.2. Referral for HIV or TB treatment services, if necessary

24.3.2.3. Individual and/or group counseling on the effects of alcohol and other drug use on the fetus for pregnant women and referrals for prenatal care for pregnant women

24.3.3. The program has established a waiting list that includes a unique patient identifier for each injecting drug abuser seeking treatment, including patients receiving interim services while awaiting admission.

24.3.4. The program has a mechanism that enables it to:

24.3.4.1. Maintain contact with individuals awaiting admission

24.3.4.2. Admit or transfer waiting list clients at the earliest possible time to an appropriate treatment program within a service area that is reasonable to the client.

24.3.4.3. The program takes clients awaiting treatment off the waiting list only when one of the following conditions exist:

1. Such persons cannot be located for admission into

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treatment or

2. Such persons refuse treatment

- 24.3.5. The program carries out activities to encourage individuals in need of treatment services to undergo treatment by using scientifically sound outreach models such as those outlined below or, if no such models are applicable to the local situation, another approach which can reasonably be expected to be an effective outreach method.
- 24.3.6. The program has procedures for:
- 24.3.6.1. Selecting, training, and supervising outreach workers.
  - 24.3.6.2. Contacting, communicating, and following up with high-risk substance abusers, their associates, and neighborhood residents within the constraints of Federal and State confidentiality requirements.
  - 24.3.6.3. Promoting awareness among injecting drug abusers about the relationship between injecting drug abuse and communicable diseases such as HIV.
  - 24.3.6.4. Recommending steps that can be taken to ensure that HIV transmission does not occur.
- 24.3.7. The program directly, or through arrangements with other public or non-profit private entities, routinely makes available the following TB services to each individual receiving treatment for substance abuse:
- 24.3.7.1. Counseling the individual with respect to TB.
  - 24.3.7.2. Testing to determine whether the individual has been infected with mycobacteria TB to determine the appropriate form of treatment for the individual.
  - 24.3.7.3. Providing for or referring the individuals infected by mycobacteria TB appropriate medical evaluation and treatment.
- 24.3.8. For clients denied admission to the program on the basis of lack of capacity, the program refers such clients to other providers of TB services.
- 24.3.9. The program has implemented the infection control procedures that are consistent with those established by the Department to prevent the transmission of TB and that address the following:
- 24.3.9.1. Screening patients and identification of those individuals who are at high risk of becoming infected.



Exhibit A

- 24.3.9.2. Meeting all State reporting requirements while adhering to Federal and State confidentiality requirements, including 42 CFR part 2.
- 24.3.9.3. Case management activities to ensure that individuals receive such services.
- 24.3.9.4. The program reports all individuals with active TB as required by State law and in accordance with Federal and State confidentiality requirements, including 42 CFR part 2.
- 24.3.10. The program gives preference in admission to pregnant women who seek or are referred for and would benefit from Block Grant funded treatment services. Further, the program gives preference to clients in the following order:
  - 24.3.10.1. To pregnant and injecting drug users first.
  - 24.3.10.2. To other pregnant substance users second.
  - 24.3.10.3. To other injecting drug users third.
  - 24.3.10.4. To all other individuals fourth.
- 24.3.11. The program refers all pregnant women to the State when the program has insufficient capacity to provide services to any such pregnant women who seek the services of the program.
- 24.3.12. The program makes available interim services within 48 hours to pregnant women who cannot be admitted because of lack of capacity.
- 24.3.13. The program makes continuing education in treatment services available to employees who provide the services.
- 24.3.14. The program has in effect a system to protect patient records from inappropriate disclosure, and the system:
  - 24.3.14.1. Is in compliance with all Federal and State confidentiality requirements, including 42 CFR part 2.
  - 24.3.14.2. Includes provisions for employee education on the confidentiality requirements and the fact that disciplinary action may occur upon inappropriate disclosure.
- 24.3.15. The program does not expend SAPT Block Grant funds to provide inpatient hospital substance abuse services, except in cases when each of the following conditions is met:
  - 24.3.15.1. The individual cannot be effectively treated in a community-based, non-hospital, residential program.
  - 24.3.15.2. The daily rate of payment provided to the hospital for

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Exhibit A

providing the services does not exceed the comparable daily rate provided by a community-based, non-hospital, residential program.

24.3.15.3. A physician makes a determination that the following conditions have been met:

1. The primary diagnosis of the individual is substance abuse and the physician certifies that fact.
2. The individual cannot be safely treated in a community-based, non-hospital, residential program.
3. The service can be reasonably expected to improve the person's condition or level of functioning.
4. The hospital-based substance abuse program follows national standards of substance abuse professional practice.
5. The service is provided only to the extent that it is medically necessary (e.g., only for those days that the patient cannot be safely treated in community-based, non-hospital, residential program.)

24.3.16. The program does not expend Substance Abuse Prevention and Treatment (SAPT) Block Grant funds to purchase or improve land; purchase, construct, or permanently improve (other than minor remodeling) any building or other facility; or purchase major medical equipment.

24.3.17. The program does not expend SAPT Block Grant funds to satisfy and requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds.

24.3.18. The program does not expend SAPT Block Grant funds to provide financial assistance to any entity other than a public or nonprofit private entity.

24.3.19. The program does not expend SAPT Block Grant funds to make payments to intended recipients of health services.

24.3.20. The program does not expend SAPT Block Grant funds to provide individuals with hypodermic needles or syringes.

24.3.21. The program does not expend SAPT Block Grant funds to provide treatment services in penal or corrections institutions of the State.

24.3.22. The program uses the Block Grant as the "payment of last resort" for services for pregnant women and women with dependent children, TB

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Exhibit A

services, and HIV services and, therefore, makes every reasonable effort to do the following:

24.3.22.1. Collect reimbursement for the costs of providing such services to persons entitled to insurance benefits under the Social Security Act, including programs under title XVIII and title XIX; any State compensation program, any other public assistance program for medical expenses, any grant program, any private health insurance, or any other benefit program.

24.3.22.2. Secure from patients of clients payments for services in accordance with their ability to pay.

24.4. The Contractor shall comply with all relevant state and federal laws such as but not limited to:

24.4.1. The Contractor shall, upon the direction of the State, provide court-ordered evaluation and a sliding fee scale (in Exhibit B) shall apply and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals.

24.4.2. The Contractor shall comply with the legal requirements governing human subject's research when considering research, including research conducted by student interns, using individuals served by this contract as subjects. Contractors must inform and receive the Department's approval prior to initiating any research involving subjects or participants related to this contract. The Department reserves the right, at its sole discretion, to reject any such human subject research requests.

24.4.3. Contractors shall comply with the Department's Sentinel Event Reporting Policy.

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Exhibit B

**Method and Conditions Precedent to Payment**

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, of the General Provisions, for the services provided by the Contractor pursuant to Exhibit A.
2. This Agreement is funded by:
  - 2.1. New Hampshire General Funds;
  - 2.2. Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment Funds;
  - 2.3. Federal Funds from the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959); and
  - 2.4. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements.
3. The Contractor agrees to be reimbursed for services listed in Exhibit B-1 on a fee for service basis. The Contractor agrees the fees for services are all-inclusive rates to deliver the services and to meet the requirements in Exhibit A.
4. Method for Charging Services under this Contract
  - 4.1. The Contractor agrees to:
    - 4.1.1. Directly bill and receive payments for services provided under this contract from public and private insurance plans, the clients, and the Department;
    - 4.1.2. Assuring a billing and payment system that enables expedited processing to the greatest degree possible so that a client's admittance into the program is not unduly delayed, and overpayments are immediately refunded.
    - 4.1.3. Maintaining an accurate accounting and records for all services billed, payments received and overpayments (if any) refunded.
  - 4.2. The Contractor agrees to determine and charge for services provided to an eligible client under this contract, as follows:
    - 4.2.1. The Contractor shall charge up to the Contract Rate, in Exhibit B-1, by first charging the client's private insurance when the insurers' rates are at or lower than the Contract Rate.
    - 4.2.2. The Contractor shall charge the client according to a Sliding fee scale, in Section 7, when the Contractor determines or anticipates that the private insurer will not remit payment for the full amount of the Contract Rate in Exhibit B-1.
    - 4.2.3. If, after the Contractor charges the client's insurer (if applicable) and the client, any portion of the Contract Rate remains unpaid, the Contractor shall charge the

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Exhibit B

Department the balance (the Contract Rate less the private insurer and the client cost shares).

- 4.3. The Contractor agrees the amount charged to the client shall not exceed the Contract Rate in Exhibit B-1 multiplied by the corresponding percentage stated in Section 7 Sliding fee scale for the client's applicable income level.
  - 4.4. The Contractor shall not charge the combination of the public or private insurer, the client and the Department an amount greater than the Contract Rate in Exhibit B-1, except:
    - 4.4.1. In Exhibit A, 4.1.5. Low-Intensity Residential Treatment as defined as ASAM Criteria, Level 3.1.
  - 4.5. In the event of an overpayment (wherein the combination of all payments received by the Contractor for a given service (except in Section 4.4.1) exceeds the Contract Rate stated in Exhibit B-1, the Contractor shall refund the parties in the reverse order, unless the overpayment was due to insurer, client or Departmental error. In instances of payer error, the Contractor shall refund the party who erred, and adjust the charges to the other parties, according to a correct application of the Sliding Fee Schedule.
5. The Contractor shall submit billing through the Website Information Technology System (WITS) for services listed in Exhibit B-1 as follows:
    - 5.1. Enter encounter note(s) into WITS no later than three (3) days after the date the service was provided to the client
    - 5.2. Review the encounter notes no later than 20 days following the last day of the billing month, and notify the Department that encounter notes are ready for review.
    - 5.3. Correct errors, if any, in the encounter notes as identified by the Department no later than 7 days after being notified of the errors and notify the Department the notes have been corrected and are ready for review.
    - 5.4. Batch and transmit the encounter notes upon Department approval for the billing month.
      - 5.4.1. Submit separate batches for each billing month.
    - 5.5. The Contractor agrees that encounter notes submitted for review after sixty (60) days of the last day of the billing month may be subject to non-payment.
  6. Payment for Crisis Services to Existing Clients and their Significant Others:
    - 6.1. The Department will reimburse the Contractor for Crisis Services as a fee for service either as individual outpatient services or individual recovery support services (non-clinical) as defined in Exhibit A, Section 5.2 or 5.3, respectively and at the rates, unit type, and service limit in Exhibit B-1.
  7. Sliding Fee Scale
    - 7.1. The Sliding Fee Scale shall apply to the services listed in Exhibit B-1 as follows:

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Exhibit B

- 7.2. The Contractor will charge the client their portion of the Contract Rate (Maximum Allowed Charge) found in Exhibit B-1, based on the following sliding fee scale as follows:
- 7.2.1. When the client's income is 0% to 138% of the Federal Poverty Level (FPL), the Contractor will charge the client 0% of the Contract Rate.
  - 7.2.2. When the client's income is 139 to 149% of the Federal Poverty Level (FPL), the Contractor will charge the client 8% of the Contract Rate.
  - 7.2.3. When the client's income is 150% to 199% of the Federal Poverty Level (FPL), the Contractor will charge the client 12% of the Contract Rate.
  - 7.2.4. When the client's income is 200% to 249% of the Federal Poverty Level (FPL), the Contractor will charge the client 25% of the Contract Rate.
  - 7.2.5. When the client's income is 250% to 299% of the Federal Poverty Level (FPL), the Contractor will charge the client 40% of the Contract Rate.
  - 7.2.6. When the client's income is 300% to 349% of the Federal Poverty Level (FPL), the Contractor will charge the client 57%% of the Contract Rate.
  - 7.2.7. When the client's income is 350% to 399% of the Federal Poverty Level (FPL), the Contractor will charge the client 77% of the Contract Rate.
- 7.3. The Contractor shall not deny a minor child (under the age of 18) services because of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.
8. Non Reimbursement for Services
- 8.1. The State will not reimburse the Contractor for services provided through this contract when a client has or may have an alternative payer for services described in this scope of work, such as:
- 8.1.1. Services covered by New Hampshire Health Protection Program for clients who are eligible for the New Hampshire Health Protection Program.
  - 8.1.2. Services covered by New Hampshire Medicaid for clients who are eligible for New Hampshire Medicaid.
  - 8.1.3. Services covered by Medicare for clients who are eligible for Medicare.
  - 8.1.4. Services covered by the client's private insurer(s) at a rate greater than the contract rate (in Exhibit B-1) set by the Department.
- 8.2. Notwithstanding Section 8.1 above, the Contractor may seek reimbursement from the State for services provided under this contract when a client needs a service that is not covered by the payers listed in Section 8.1.
9. When the contract price limitation is reached the program shall continue to operate at full capacity at no charge to the Department for the duration of the contract period.

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Exhibit B

10. Funding may not be used to replace funding for a program already funded from another source.
11. The Contractor will keep records of their activities related to Department programs and services.
12. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
13. Contractor will have forty-five (45) days from the end of the contract period to submit to the Department final invoices for payment. Any adjustments made to a prior invoice will need to be accompanied by supporting documentation.
14. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:
  - 14.1. The Contractor agrees to use the SAPT funds as the payment of last resort.
  - 14.2. The Contractor agrees to the following funding restrictions on SAPT Block Grant expenditures to:
    - 14.2.1. Make cash payments to intended recipients of substance abuse services.
    - 14.2.2. Expend more than the amount of Block Grant funds expended in Federal Fiscal Year 1991 for treatment services provided in penal or correctional institutions of the State.
    - 14.2.3. Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
    - 14.2.4. Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.
  - 14.3. The Contractor agrees to the Charitable Choice federal statutory provisions as follows:
    - 14.3.1. Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act

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Exhibit B

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enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

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Exhibit B-1

**Service and Fee Table**

1. The Contractor shall be reimbursed for the Services and up to the Contract Rates in Table A below.
  - a. The Contract Rates in the Table A are the maximum allowed charged used in the Methods for Charging for Services under this Contract in Exhibit B, Section 4.

**Table A**

Service	Contract Rate (Maximum Allowed Charge)	Unit	Service Limit
Clinical Evaluation	\$250.00	Per evaluation	1 evaluation per 90 days, per client
Individual Outpatient	\$20.00	15 min	\$200 of combined individual & group per week, per client
Group Outpatient	\$6.00	15 min	
Intensive Outpatient	\$95.00	Per day and only on those days when the client attends individual and/or group counseling associated with the program.	4 days per week (\$380), per client
Low-Intensity Residential Adult	\$110.00	Per day	7 days per week (\$770), per client
High-Intensity Residential Adult	\$140.00	Per day	7 days per week (\$980), per client
Continuous Recovery Monitoring - Attempted	\$15.00	Per 3 attempted contacts over the course of at least 1 week	\$60 of combined attempted and completed per month for the first 12 months post discharge, per client
Continuous Recovery Monitoring - Completed	\$15.00	Per 1 completed contact	
Individual Recovery Support Services (Non-Clinical)	\$15.00	15 min	\$160 per week, per client





**SPECIAL PROVISIONS**

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
  - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
  - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

*[Handwritten Signature]*  
Date *2/24/16*



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

**RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:**

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

*Handwritten signature*  
Date *7/24/16*

New Hampshire Department of Health and Human Services  
Exhibit C



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
  - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
  - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
  
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
  
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
  - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
  
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
  
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
  
16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or

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Date *2/24/14*



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis

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Date 2/24/16



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

#### DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

**COSTS:** Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

**DEPARTMENT:** NH Department of Health and Human Services.

**FINANCIAL MANAGEMENT GUIDELINES:** Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

**PROPOSAL:** If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

**UNIT:** For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

**FEDERAL/STATE LAW:** Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

**CONTRACTOR MANUAL:** Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

**SUPPLANTING OTHER FEDERAL FUNDS:** The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

*[Handwritten Signature]*  
*[Handwritten Date: 2/24/16]*



**REVISIONS TO GENERAL PROVISIONS**

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
  4. **CONDITIONAL NATURE OF AGREEMENT.**  
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
  - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. The Division reserves the right to renew the Contract for up to two additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

*hm*  
2/24/16



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS**  
**US DEPARTMENT OF EDUCATION - CONTRACTORS**  
**US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner  
NH Department of Health and Human Services  
129 Pleasant Street,  
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
  - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
    - 1.2.1. The dangers of drug abuse in the workplace;
    - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
    - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
    - 1.4.1. Abide by the terms of the statement; and
    - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

*Am*  
Date *2/24/16*

New Hampshire Department of Health and Human Services  
Exhibit D



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
    - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check  if there are workplaces on file that are not identified here.

Contractor Name:

2-24-16  
Date

Heidi Moran  
Name: Heidi Moran  
Title: Clinical Administrator

Contractor Initials HM  
Date 2/24/16





**CERTIFICATION REGARDING LOBBYING**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- \*Temporary Assistance to Needy Families under Title IV-A
- \*Child Support Enforcement Program under Title IV-D
- \*Social Services Block Grant Program under Title XX
- \*Medicaid Program under Title XIX
- \*Community Services Block Grant under Title VI
- \*Child Care Development Block Grant under Title IV


The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name:

2-24-16  
Date

  
Name: Heidi Moran  
Title: Clinical Administrator

Contractor Initials HM  
Date 2/24/16



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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*2/24/16*



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

**PRIMARY COVERED TRANSACTIONS**

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
  - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

**LOWER TIER COVERED TRANSACTIONS**

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
  - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

2-24-16  
Date

Heidi Moran  
Name: Heidi Moran  
Title: Clinical Administrator

Contractor Initials

Date

HM  
Date 2/24/16



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO  
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND  
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials

Date

7/24/16

New Hampshire Department of Health and Human Services  
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

2-24-16  
Date

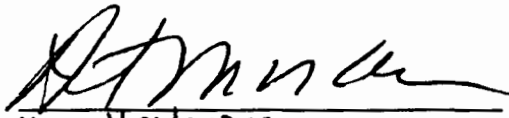
  
Name: Heidi Morgan  
Title: clinical Administrator

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials



Date

2/24/16



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

2-24-16  
Date

  
Name: Heidi Moran  
Title: Clinical Administrator


Contractor Initials   
Date 2/24/16



Exhibit I

**HEALTH INSURANCE PORTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. "**Breach**" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "**Business Associate**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "**Covered Entity**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "**Designated Record Set**" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "**Data Aggregation**" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "**Health Care Operations**" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "**HITECH Act**" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "**HIPAA**" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "**Individual**" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "**Privacy Rule**" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "**Protected Health Information**" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

*[Handwritten Signature]*  
2/24/16



Exhibit I

- l. **"Required by Law"** shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. **"Secretary"** shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. **"Security Rule"** shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. **"Unsecured Protected Health Information"** means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. **Other Definitions** - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

**(2) Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
  - I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

*[Handwritten Signature]*  
*[Handwritten Date: 2/24/14]*





Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

**(3) Obligations and Activities of Business Associate.**

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
  - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - o The unauthorized person used the protected health information or to whom the disclosure was made;
  - o Whether the protected health information was actually acquired or viewed
  - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

*[Handwritten Signature]*  
2/24/16



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

*[Handwritten Signature]*  
2/24/16



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

**(4) Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

**(5) Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

**(6) Miscellaneous**

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

*AM*  
Date *2/24/16*



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health & Human Services  
The State

Kathleen Quinn  
Signature of Authorized Representative

Kathleen A. Dunn  
Name of Authorized Representative

Associate Commissioner  
Title of Authorized Representative

2/24/2016  
Date

Southeastern NH Alcohol + Drug Abuse Services  
Name of the Contractor

Heidi Moran  
Signature of Authorized Representative

Heidi Moran  
Name of Authorized Representative

Clinical Administrator  
Title of Authorized Representative

2-24-16  
Date

Contractor Initials AM  
Date 2/24/16



**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY  
ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
  - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
  - 10.2. Compensation information is not already available through reporting to the SEC.

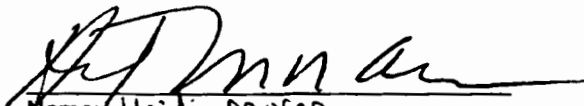
Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

2-24-16  
Date

  
Name: Heidi Moran  
Title: Clinical Administrator

Appendix B  
New Hampshire Department of Health and Human Services  
Exhibit J



FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 96-391-1560
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

\_\_\_\_\_ NO                        X   YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

\_\_\_\_\_ NO                        X   YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: \_\_\_\_\_ Amount: \_\_\_\_\_

Name: \_\_\_\_\_ Amount: \_\_\_\_\_

Name: \_\_\_\_\_ Amount: \_\_\_\_\_

Name: \_\_\_\_\_ Amount: \_\_\_\_\_

Name: \_\_\_\_\_ Amount: \_\_\_\_\_

  
2/24/16



Exhibit K

Operational Requirements for all Programs

The contractor shall comply with the following requirements:

1. Requirements for Organizational or Program Changes.

The contractor shall provide the department with written notice at least 30 days prior to changes in any of the following:

- 1.1.1. Ownership;
- 1.1.2. Physical location;
- 1.1.3. Name.

1.2. When there is a new administrator, the following shall apply:

- 1.2.1. The contractor shall provide the department with immediate notice when an administrator position becomes vacant;
- 1.2.2. The contractor shall notify the department in writing as soon as possible prior to a change in administrator, and immediately upon the lack of an administrator, and provide the department with the following:
  - 1.2.2.1. The written disclosure of the new administrator required in Section 1.2 above;
  - 1.2.2.2. A resume identifying the name and qualifications of the new administrator; and
  - 1.2.2.3. Copies of applicable licenses for the new administrator;
- 1.2.3. When there is a change in the name, the contractor shall submit to the department a copy of the certificate of amendment from the New Hampshire Secretary of State, if applicable, and the effective date of the name change.
- 1.2.4. When a contractor discontinues a contracted program, it shall submit to the department:
  - 1.2.4.1. A plan to transfer, discharge or refer all clients being served in the contracted program; and
  - 1.2.4.2. A plan for the security and transfer of the client's records being served in the contracted program as required by Sections 12.8 – 12.10 below and with the consent of the client.

2. Inspections.

For the purpose of determining compliance with the contract, the contractor shall admit and allow any department representative at any time to inspect the following:

- 2.1.1. The facility premises;
- 2.1.2. All programs and services provided under the contract; and
- 2.1.3. Any records required by the contract.

2.2. A notice of deficiencies shall be issued when, as a result of any inspection, the department determines that the contractor is in violation of any of the contract requirements.

2.3. If the notice identifies deficiencies to be corrected, the contractor shall submit a plan of correction in accordance within 21 working days of receiving the inspection findings.

3. Administrative Remedies.

3.1. The department shall impose administrative remedies for violations of contract requirements, including:

- 3.1.1. Requiring a contractor to submit a plan of correction (POC);
- 3.1.2. Imposing a directed POC upon a contractor;
- 3.1.3. Suspension of a contract; or
- 3.1.4. Revocation of a contract.



Exhibit K

- 3.2. When administrative remedies are imposed, the department shall provide a written notice, as applicable, which:
  - 3.2.1. Identifies each deficiency;
  - 3.2.2. Identifies the specific remedy(s) that has been proposed; and
  - 3.2.3. Provides the contractor with information regarding the right to a hearing in accordance with RSA 541-A and He-C 200.
- 3.3. A POC shall be developed and enforced in the following manner:
  - 3.3.1. Upon receipt of a notice of deficiencies, the contractor shall submit a written POC within 21 days of the date on the notice describing:
    - 3.3.1.1. How the contractor intends to correct each deficiency;
    - 3.3.1.2. What measures will be put in place, or what system changes will be made to ensure that the deficiency does not recur; and
    - 3.3.1.3. The date by which each deficiency shall be corrected which shall be no later than 90 days from the date of submission of the POC;
  - 3.3.2. The department shall review and accept each POC that:
    - 3.3.2.1. Achieves compliance with contract requirements;
    - 3.3.2.2. Addresses all deficiencies and deficient practices as cited in the inspection report;
    - 3.3.2.3. Prevents a new violation of contract requirements as a result of implementation of the POC; and
    - 3.3.2.4. Specifies the date upon which the deficiencies will be corrected;
- 3.4. If the POC is acceptable, the department shall provide written notification of acceptance of the POC;
- 3.5. If the POC is not acceptable, the department shall notify the contractor in writing of the reason for rejecting the POC;
- 3.6. The contractor shall develop and submit a revised POC within 21 days of the date of the written notification in 3.5 above;
- 3.7. The revised POC shall comply with 3.3.1 above and be reviewed in accordance with 3.3.2 above;
- 3.8. If the revised POC is not acceptable to the department, or is not submitted within 21 days of the date of the written notification in 3.5 above, the contractor shall be subject to a directed POC in accordance with 3.12 below;
- 3.9. The department shall verify the implementation of any POC that has been submitted and accepted by:
  - 3.9.1. Reviewing materials submitted by the contractor;
  - 3.9.2. Conducting a follow-up inspection; or
  - 3.9.3. Reviewing compliance during the next scheduled inspection;
- 3.10. Verification of the implementation of any POC shall only occur after the date of completion specified by the contractor in the plan; and
- 3.11. If the POC or revised POC has not been implemented by the completion date, the contractor shall be issued a directed POC in accordance with 3.12 below.
- 3.12. The department shall develop and impose a directed POC that specifies corrective actions for the contractor to implement when:
  - 3.12.1. As a result of an inspection, deficiencies were identified that require immediate corrective action to protect the health and safety of the clients or personnel;
  - 3.12.2. A revised POC is not submitted within 21 days of the written notification from the department; or
  - 3.12.3. A revised POC submitted has not been accepted.

*[Handwritten Signature]*  
*[Handwritten Date: 2/24/10]*





Exhibit K

4. Duties and Responsibilities of All Contractors.
  - 4.1. The contractor shall comply with all federal, state, and local laws, rules, codes, ordinances, licenses, permits, and approvals, and rules promulgated thereunder, as applicable.
  - 4.2. The contractor shall monitor, assess, and improve, as necessary, the quality of care and service provided to clients on an ongoing basis.
  - 4.3. The contractor shall provide for the necessary qualified personnel, facilities, equipment, and supplies for the safety, maintenance and operation of the contractor.
  - 4.4. The contractor shall develop and implement written policies and procedures governing its operation and all services provided.
  - 4.5. All policies and procedures shall be reviewed, revised, and trained on per contractor policy.
  - 4.6. The contractor shall:
    - 4.6.1. Employ an administrator responsible for the day-to-day operation of the contractor;
    - 4.6.2. Maintain a current job description and minimum qualifications for the administrator, including the administrator's authority and duties; and
    - 4.6.3. Establish, in writing, a chain of command that sets forth the line of authority for the operation of the contractor the staff position(s) to be delegated the authority and responsibility to act in the administrator's behalf when the administrator is absent.
  - 4.7. The contractor shall post the following documents in a public area:
    - 4.7.1. A copy of the contractor's policies and procedures relative to the implementation of client rights and responsibilities, including client confidentiality per 42 CFR Part 2; and
    - 4.7.2. The contractor's plan for fire safety, evacuation and emergencies identifying the location of, and access to all fire exits.
  - 4.8. The contractor or any employee shall not falsify any documentation or provide false or misleading information to the department.
  - 4.9. The contractor shall comply with all conditions of warnings and administrative remedies issued by the department, and all court orders.
  - 4.10. The contractor shall admit and allow any department representative to inspect the certified premises and all programs and services that are being provided at any time for the purpose of determining compliance with the contract.
  - 4.11. The contractor shall:
    - 4.11.1. Report all critical incidents and sentinel events to the department in accordance with Exhibit A, Section 20.2.3;
    - 4.11.2. Submit additional information if required by the department; and
    - 4.11.3. Report the event to other agencies as required by law.
  - 4.12. The contractor shall implement policies and procedures for reporting:
    - 4.12.1. Suspected child abuse, neglect or exploitation, in accordance with RSA 169-C:29-30; and
    - 4.12.2. Suspected abuse, neglect or exploitation of adults, in accordance with RSA 149-F:49.
  - 4.13. The contractor shall report all positive tuberculosis test results for personnel to the office of disease control in accordance with RSA 141-C:7, He-P 301.02 and He-P 301.03.
  - 4.14. For residential programs, if the contractor accepts a client who is known to have a disease reportable under He-P 301 or an infectious disease, which is any disease



Exhibit K

caused by the growth of microorganisms in the body which might or might not be contagious, the contractor shall follow the required procedures for the care of the clients, as specified by the United States Centers for Disease Control and Prevention 2007 Guideline for Isolation Precautions, Preventing Transmission of Infectious Agents in Healthcare Settings, June 2007.

- 4.15. Contractors shall implement state and federal regulations on client confidentiality, including provisions outlined in 42 CFR 2.13, RSA 172:8-a, and RSA 318-B:12;
- 4.16. A contractor shall, upon request, provide a client or the client's guardian or agent, if any, with a copy of his or her client record within the confines for 42 CFR Part 2.
- 4.17. The contractor shall develop policies and procedures regarding the release of information contained in client records, in accordance with 42 CFR Part 2, the Health Insurance Portability and Accountability Act (HIPAA), and RSA 318-B:10.
- 4.18. All records required by the contract shall be legible, current, accurate and available to the department during an inspection or investigation conducted in accordance with these rules.
- 4.19. Any contractor that maintains electronic records shall develop written policies and procedures designed to protect the privacy of clients and personnel that, at a minimum, include:
  - 4.19.1. Procedures for backing up files to prevent loss of data;
  - 4.19.2. Safeguards for maintaining the confidentiality of information pertaining to clients and staff; and
  - 4.19.3. Systems to prevent tampering with information pertaining to clients and staff.
- 4.20. The contractor's service site(s) shall:
  - 4.20.1. Be accessible to a person with a disability using ADA accessibility and barrier free guidelines per 42 U.S.C. 12131 et seq;
  - 4.20.2. Have a reception area separate from living and treatment areas;
  - 4.20.3. Have private space for personal consultation, charting, treatment and social activities, as applicable;
  - 4.20.4. Have secure storage of active and closed confidential client records; and
  - 4.20.5. Have separate and secure storage of toxic substances.
- 4.21. The contractor shall establish and monitor a code of ethics for the contractor and its staff, as well as a mechanism for reporting unethical conduct.  
The contractor shall maintain specific policies on the following and shall submit these policies to the department for approval no later than 30 days after the effective date of the contract:
  - 4.21.1. Client rights, grievance and appeals policies and procedures;
  - 4.21.2. Progressive discipline, leading to administrative discharge;
  - 4.21.3. Reporting and appealing staff grievances;
  - 4.21.4. Policies on client alcohol and other drug use while in treatment;
  - 4.21.5. Policies on client and employee smoking that are in compliance with Exhibit A, Section 4.1.5;
  - 4.21.6. Drug-free workplace policy and procedures, including a requirement for the filing of written reports of actions taken in the event of staff misuse of alcohol or other drugs;
  - 4.21.7. Policies and procedures for holding a client's possessions;
  - 4.21.8. Secure storage of staff medications;
  - 4.21.9. A client medication policy;
  - 4.21.10. Urine specimen collection, as applicable, that:



Exhibit K

- 4.21.10.1. Ensure that collection is conducted in a manner that preserves client privacy as much as possible; and
- 4.21.10.2. Minimize falsification;
- 4.21.11. Safety and emergency procedures on the following:
  - 4.21.11.1. Medical emergencies;
  - 4.21.11.2. Infection control and universal precautions, including the use of protective clothing and devices;
  - 4.21.11.3. Reporting employee injuries;
  - 4.21.11.4. Fire monitoring, warning, evacuation, and safety drill policy and procedures;
  - 4.21.11.5. Emergency closings;
  - 4.21.11.6. Posting of the above safety and emergency procedures.
- 4.21.12. Procedures for protection of client records that govern use of records, storage, removal, conditions for release of information, and compliance with 42CFR, Part 2 and the Health Insurance Portability and Accountability Act (HIPAA); and
- 4.21.13. Procedures related to quality assurance and quality improvement.
- 5. Collection of Fees.
  - 5.1. The contractor shall maintain procedures regarding collections from client fees, private or public insurance, and other payers responsible for the client's finances; and
  - 5.2. At the time of screening and admission the contractor shall provide the client, and the client's guardian, agent, or personal representative, with a listing of all known applicable charges and identify what care and services are included in the charge.
- 6. Client Screening and Denial of Services.
  - 6.1. Contractors shall maintain a record of all client screenings, including:
    - 6.1.1. The client name and/or unique client identifier;
    - 6.1.2. The client referral source;
    - 6.1.3. The date of initial contact from the client or referring agency;
    - 6.1.4. The date of screening;
    - 6.1.5. The result of the screening, including the reason for denial of services if applicable;
    - 6.1.6. For any client who is placed on a waitlist, record of referrals to and coordination with interim services or reason that such a referral was not made;
    - 6.1.7. Record of all client contacts between screening and removal from the waitlist; and
    - 6.1.8. Date client was removed from the waitlist and the reason for removal
  - 6.2. For any client who is denied services, the contractor is responsible for:
    - 6.2.1. Informing the client of the reason for denial;
    - 6.2.2. Assisting the client in identifying and accessing appropriate available treatment;
  - 6.3. The contractor shall not deny services to a client solely because the client:
    - 6.3.1. Previously left treatment against the advice of staff;
    - 6.3.2. Relapsed from an earlier treatment;
    - 6.3.3. Is on any class of medications, including but not limited to opiates or benzodiazepines; or
    - 6.3.4. Has been diagnosed with a mental health disorder.
  - 6.4. The contractor shall report on 6.1 and 6.2 above at the request of the department.
- 7. Personnel Requirements.
  - 7.1. The contractor shall develop a current job description for all staff, including contracted staff, volunteers, and student interns, which shall include:
    - 7.1.1. Job title;



Exhibit K

- 7.1.2. Physical requirements of the position;
- 7.1.3. Education and experience requirements of the position;
- 7.1.4. Duties of the position;
- 7.1.5. Positions supervised; and
- 7.1.6. Title of immediate supervisor.
- 7.2. The contractor shall develop and implement policies regarding criminal background checks of prospective employees, which shall, at a minimum, include:
  - 7.2.1. Requiring a prospective employee to sign a release to allow the contractor to obtain his or her criminal record;
  - 7.2.2. Requiring the administrator or his or her designee to obtain and review a criminal records check from the New Hampshire department of safety for each prospective employee;
  - 7.2.3. Criminal background standards regarding the following, beyond which shall be reason to not hire a prospective employee in order to ensure the health, safety, or well-being of clients:
    - 7.2.3.1. Felony convictions in this or any other state;
    - 7.2.3.2. Convictions for sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation; and
    - 7.2.3.3. Findings by the department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation or any person; and
  - 7.2.4. Waiver of 7.2.3 above for good cause shown.
- 7.3. All staff, including contracted staff, shall:
  - 7.3.1. Meet the educational, experiential, and physical qualifications of the position as listed in their job description;
  - 7.3.2. Not exceed the criminal background standards established by 7.2.3 above, unless waived for good cause shown, in accordance with policy established in 7.2.4 above;
  - 7.3.3. Be licensed, registered or certified as required by state statute and as applicable;
  - 7.3.4. Receive an orientation within the first 3 days of work or prior to direct contact with clients, which includes:
    - 7.3.4.1. The contractor's code of ethics, including ethical conduct and the reporting of unprofessional conduct;
    - 7.3.4.2. The contractor's policies on client rights and responsibilities and complaint procedures;
    - 7.3.4.3. Confidentiality requirements as required by Sections 4.15 and 4.19.2 above and Section 17 below;
    - 7.3.4.4. Grievance procedures for both clients and staff as required in Section 4.22.1 and 4.22.3 above and Section 18 below.
    - 7.3.4.5. The duties and responsibilities and the policies, procedures, and guidelines of the position they were hired for;
    - 7.3.4.6. Topics covered by both the administrative and personnel manuals;
    - 7.3.4.7. The contractor's infection prevention program;
    - 7.3.4.8. The contractor's fire, evacuation, and other emergency plans which outline the responsibilities of personnel in an emergency; and
    - 7.3.4.9. Mandatory reporting requirements for abuse or neglect such as those found in RSA 161-F and RSA 169-C:29; and
  - 7.3.5. Sign and date documentation that they have taken part in an orientation as described in 7.3.4 above;



Exhibit K

- 7.3.6. Complete a mandatory annual in-service education, which includes a review of all elements described in 7.3.4 above.
- 7.4. Prior to having contact with clients, employees and contracted employees shall:
  - 7.4.1. Submit to the contractor proof of a physical examination or a health screening conducted not more than 12 months prior to employment which shall include at a minimum the following:
    - 7.4.1.1. The name of the examinee;
    - 7.4.1.2. The date of the examination;
    - 7.4.1.3. Whether or not the examinee has a contagious illness or any other illness that would affect the examinee's ability to perform their job duties;
    - 7.4.1.4. Results of a 2-step tuberculosis (TB) test, Mantoux method or other method approved by the Centers for Disease Control (CDC); and
    - 7.4.1.5. The dated signature of the licensed health practitioner;
  - 7.4.2. Be allowed to work while waiting for the results of the second step of the TB test when the results of the first step are negative for TB; and
  - 7.4.3. Comply with the requirements of the Centers for Disease Control Guidelines for Preventing the Transmission of Tuberculosis in Health Facilities Settings, 2005, if the person has either a positive TB test, or has had direct contact or potential for occupational exposure to Mycobacterium tuberculosis through shared air space with persons with infectious tuberculosis.
- 7.5. Employees, contracted employees, volunteers and independent contractors who have direct contact with clients who have a history of TB or a positive skin test shall have a symptomatology screen of a TB test.
- 7.6. The contractor shall maintain and store in a secure and confidential manner, a current personnel file for each employee, student, volunteer, and contracted staff. A personnel file shall include, at a minimum, the following:
  - 7.6.1. A completed application for employment or a resume, including:
  - 7.6.2. Identification data; and
  - 7.6.3. The education and work experience of the employee;
  - 7.6.4. A copy of the current job description or agreement, signed by the individual, that identifies the:
    - 7.6.4.1. Position title;
    - 7.6.4.2. Qualifications and experience; and
    - 7.6.4.3. Duties required by the position;
  - 7.6.5. Written verification that the person meets the contractor's qualifications for the assigned job description, such as school transcripts, certifications and licenses as applicable;
  - 7.6.6. A signed and dated record of orientation as required by 7.3.4 above;
  - 7.6.7. A copy of each current New Hampshire license, registration or certification in health care field and CPR certification, if applicable;
  - 7.6.8. Records of screening for communicable diseases results required in 7.4 above;
  - 7.6.9. Written performance appraisals for each year of employment including description of any corrective actions, supervision, or training determined by the person's supervisor to be necessary;
  - 7.6.10. Documentation of annual in-service education as required by 7.3.6 above;
  - 7.6.11. Information as to the general content and length of all continuing education or educational programs attended;

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- 7.6.12. A signed statement acknowledging the receipt of the contractor's policy setting forth the client's rights and responsibilities, including confidentiality requirements, and acknowledging training and implementation of the policy.
- 7.6.13. A statement, which shall be signed at the time the initial offer of employment is made and then annually thereafter, stating that he or she:
  - 7.6.13.1. Does not have a felony conviction in this or any other state;
  - 7.6.13.2. Has not been convicted of a sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation or pose a threat to the health, safety or well-being of a client; and
  - 7.6.13.3. Has not had a finding by the department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation of any person; and
- 7.6.14. Documentation of the criminal records check and any waivers per 7.2 above.
- 7.7. An individual need not re-disclose any of the matters in 7.6.13 and 7.6.14 above if the documentation is available and the contractor has previously reviewed the material and granted a waiver so that the individual can continue employment.
- 8. Clinical Supervision.
  - 8.1. Contractors shall comply with the following clinical supervision requirements for unlicensed counselors:
    - 8.1.1. Each unlicensed alcohol and drug counselor or Certified Recovery Support Worker (CRSW) shall be supervised by a New Hampshire-MLADC or LADC with the LCS credential at a ratio of one LADC to every 2 full-time equivalent positions that are unlicensed alcohol and drug counselors or CRSWs;
    - 8.1.2. Unlicensed counselors shall receive at least one hour of supervision for every 20 hours of direct client contact;
    - 8.1.3. Supervision shall be provided on an individual or group basis, or both, depending upon the employee's need, experience and skill level;
    - 8.1.4. Supervision shall include following techniques:
      - 8.1.4.1. Review of case records;
      - 8.1.4.2. Observation of interactions with clients;
      - 8.1.4.3. Skill development; and
      - 8.1.4.4. Review of case management activities; and
    - 8.1.5. Supervisors shall maintain a log of the supervision date, duration, content and who was supervised by whom;
    - 8.1.6. Individuals licensed or certified by the NH Board of Licensing for Alcohol and Other Drug Use Professionals shall receive supervision in accordance with RSA 330-C and the rules promulgated thereunder.
- 9. Clinical Services.
  - 9.1. Each contractor shall have and adhere to a clinical care manual which includes policies and procedures related to all clinical services provided.
  - 9.2. All clinical services provided shall:
    - 9.2.1. Focus on the client's strengths;
    - 9.2.2. Be sensitive and relevant to the diversity of the clients being served;
    - 9.2.3. Be client and family centered;
    - 9.2.4. Be trauma informed, which means designed to acknowledge the impact of violence and trauma on people's lives and the importance of addressing trauma in treatment; and
  - 9.3. Upon a client's admission, the contractor shall conduct a client orientation, either individually or by group, to include the following:



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- 9.3.1. Rules, policies, and procedures of the contractor, program, and facility;
  - 9.3.2. Requirements for successfully completing the program;
  - 9.3.3. The administrative discharge policy and the grounds for administrative discharge;
  - 9.3.4. All applicable laws regarding confidentiality, including the limits of confidentiality and mandatory reporting requirements; and
  - 9.3.5. Requiring the client to sign a receipt that the orientation was conducted.
  - 9.3.6. Upon a client's admission to treatment, the contractor shall conduct an HIV/AIDS screening, to include:
    - 9.3.7. The provision of information;
    - 9.3.8. Risk assessment;
    - 9.3.9. Intervention and risk reduction education, and
    - 9.3.10. Referral for testing, if appropriate, within 7 days of admission;
10. Treatment and Rehabilitation.
- 10.1. A LADC or unlicensed counselor under the supervision of a LADC shall develop and maintain a written treatment plan for each client in accordance with TAP 21: Addiction Counseling Competencies available at <http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1> which addresses all ASAM domains.
  - 10.2. Treatment plans shall be developed as follows:
    - 10.2.1. Within 7 days following admission to any residential program; and
    - 10.2.2. No later than the third session of an ambulatory treatment program.
  - 10.3. Individual treatment plans shall contain, at a minimum, the following elements:
    - 10.3.1. Goals, objectives, and interventions written in terms that are specific, measurable, attainable, realistic and timely.
    - 10.3.2. Identifies the recipient's clinical needs, treatment goals, and objectives;
    - 10.3.3. Identifies the client's strengths and resources for achieving goals and objectives in 10.3.1 above;
    - 10.3.4. Defines the strategy for providing services to meet those needs, goals, and objectives;
    - 10.3.5. Identifies referral to outside contractors for the purpose of achieving a specific goal or objective when the service cannot be delivered by the treatment program;
    - 10.3.6. Provides the criteria for terminating specific interventions; and
    - 10.3.7. Includes specification and description of the indicators to be used to assess the individual's progress.
    - 10.3.8. Documentation of participation by the client in the treatment planning process or the reason why the client did not participate; and
    - 10.3.9. Signatures of the client and the counselor agreeing to the treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.
  - 10.4. Treatment plans shall be updated based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent.
  - 10.5. Treatment plan updates shall include:
    - 10.5.1. Documentation of the degree to which the client is meeting treatment plan goals and objectives;
    - 10.5.2. Modification of existing goals or addition of new goals based on changes in the clients functioning relative to ASAM domains and treatment goals and objectives.

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- 10.5.3. The counselor's assessment of whether or not the client needs to move to a different level of care based on changes in functioning in any ASAM domain and documentation of the reasons for this assessment.
- 10.5.4. The signature of the client and the counselor agreeing to the updated treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.
- 10.6. In addition to the individualized treatment planning in 10.3 above, all contractors shall provide client education on:
  - 10.6.1. Substance use disorders;
  - 10.6.2. Relapse prevention;
  - 10.6.3. Infectious diseases associated with injection drug use, including but not limited to, HIV, hepatitis, and TB;
  - 10.6.4. Sexually transmitted diseases;
  - 10.6.5. Emotional, physical, and sexual abuse;
  - 10.6.6. Nicotine use disorder and cessation options;
  - 10.6.7. The impact of drug and alcohol use during pregnancy, risks to the fetus, and the importance of informing medical practitioners of drug and alcohol use during pregnancy
- 10.7. Group education and counseling
  - 10.7.1. The contractor shall maintain an outline of each educational and group therapy session provided.
  - 10.7.2. All group counseling sessions shall be limited to 12 clients or fewer per counselor.
- 10.8. Progress notes
  - 10.8.1. A progress note shall be completed for each individual, group, or family treatment or education session.
  - 10.8.2. Each progress note shall contain the following components:
    - 10.8.2.1. Data, including self-report, observations, interventions, current issues/stressors, functional impairment, interpersonal behavior, motivation, and progress, as it relates to the current treatment plan;
    - 10.8.2.2. Assessment, including progress, evaluation of intervention, and obstacles or barriers; and
    - 10.8.2.3. Plan, including tasks to be completed between sessions, objectives for next session, any recommended changes, and date of next session; and
- 10.9. Residential programs shall maintain a daily shift change log which documents such things as client behavior and significant events that a subsequent shift should be made aware of.
- 11. Client Discharge and Transfer.
  - 11.1. A client shall be discharged from a program for the following reasons:
    - 11.1.1. Program completion or transfer based on changes in the client's functioning relative to ASAM criteria;
    - 11.1.2. Program termination, including:
      - 11.1.2.1. Administrative discharge;
      - 11.1.2.2. Non-compliance with the program;
      - 11.1.2.3. The client left the program before completion against advice of treatment staff; and
    - 11.1.3. The client is inaccessible, such as the client has been jailed or hospitalized; and
  - 11.2. In all cases of client discharge or transfer, the counselor shall complete a narrative discharge summary, including, at a minimum:





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- 11.2.1. The dates of admission and discharge or transfer;
- 11.2.2. The client's psychosocial substance abuse history and legal history;
- 11.2.3. A summary of the client's progress toward treatment goals in all ASAM domains;
- 11.2.4. The reason for discharge or transfer;
- 11.2.5. The client's DSM 5 diagnosis and summary, to include other assessment testing completed during treatment;
- 11.2.6. A summary of the client's physical condition at the time of discharge or transfer;
- 11.2.7. A continuing care plan, including all ASAM domains;
- 11.2.8. A determination as to whether the client would be eligible for re-admission to treatment, if applicable; and
- 11.2.9. The dated signature of the counselor completing the summary.
- 11.3. The discharge summary shall be completed:
  - 11.3.1. No later than 7 days following a client's discharge or transfer from the program; or
  - 11.3.2. For withdrawal management services, by the end of the next business day following a client's discharge or transfer from the program.
- 11.4. When transferring a client, either from one level of care to another within the same certified contractor agency or to another treatment contractor, the counselor shall:
  - 11.4.1. Complete a progress note on the client's treatment and progress towards treatment goals, to be included in the client's record; and
  - 11.4.2. Update the client assessment and treatment plan.
- 11.5. When transferring a client to another treatment contractor, the current contractor shall forward copies of the following information to the receiving contractor, only after a release of confidential information is signed by the client:
  - 11.5.1. The discharge summary;
  - 11.5.2. Client demographic information, including the client's name, date of birth, address, telephone number, and the last 4 digits of his or her Social Security number; and
  - 11.5.3. A diagnostic assessment statement and other assessment information, including:
    - 11.5.3.1. TB test results;
    - 11.5.3.2. A record of the client's treatment history; and
    - 11.5.3.3. Documentation of any court-mandated or agency-recommended follow-up treatment.
- 11.6. The counselor shall meet with the client at the time of discharge or transfer to establish a continuing care plan that:
  - 11.6.1. Includes recommendations for continuing care in all ASAM domains;
  - 11.6.2. Addresses the use of self-help groups including, when indicated, facilitated self-help; and
  - 11.6.3. Assists the client in making contact with other agencies or services.
- 11.7. The counselor shall document in the client record if and why the meeting in Section 11.6 above could not take place.
- 11.8. A contractor may administratively discharge a client from a program only if:
  - 11.8.1. The client's behavior on program premises is abusive, violent, or illegal;
  - 11.8.2. The client is non-compliant with prescription medications;
  - 11.8.3. Clinical staff documents therapeutic reasons for discharge, which may include the client's continued use of illicit drugs or an unwillingness to follow appropriate clinical interventions; or



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11.8.4. The client violates program rules in a manner that is consistent with the contractor's progressive discipline policy.

12. Client Record System.

12.1. Each contractor shall have policies and procedures to implement a comprehensive client record system, in either paper form or electronic form, or both, that complies with this section.

The client record of each client served shall communicate information in a manner that is:

- 12.1.1. Organized into related sections with entries in chronological order;
- 12.1.2. Easy to read and understand;
- 12.1.3. Complete, containing all the parts; and
- 12.1.4. Up-to-date, including notes of most recent contacts.

12.2. The client record shall include, at a minimum, the following components, organized as follows:

12.2.1. First section, Intake/Initial Information:

12.2.1.1. Identification data, including the client's:

- 12.2.1.1.1. Name;
- 12.2.1.1.2. Date of birth;
- 12.2.1.1.3. Address;
- 12.2.1.1.4. Telephone number; and
- 12.2.1.1.5. The last 4 digits of the client's Social Security number;

12.2.1.2. The date of admission;

12.2.1.3. If either of these have been appointed for the client, the name and address of:

- 12.2.1.3.1. The guardian; and
- 12.2.1.3.2. The representative payee;

12.2.1.4. The name, address, and telephone number of the person to contact in the event of an emergency;

12.2.1.5. Contact information for the person or entity referring the client for services, as applicable;

12.2.1.6. The name, address, and telephone number of the primary health care contractor;

12.2.1.7. The name, address, and telephone number of the behavioral health care contractor, if applicable;

12.2.1.8. The name and address of the client's public or private health insurance contractor(s), or both;

12.2.1.9. The client's religious preference, if any;

12.2.1.10. The client's personal health history;

12.2.1.11. The client's mental health history;

12.2.1.12. Current medications;

12.2.1.13. Records and reports prepared prior to the client's current admission and determined by the counselor to be relevant; and

12.2.1.14. Signed receipt of notification of client rights;

12.2.2. Second section, Screening/Assessment/Evaluation:

12.2.2.1. Documentation of all elements of screening, assessment and evaluation required by Exhibit A, Sections 6 and 10.2;

12.2.3. Third section, Treatment Planning:

12.2.3.1. The individual treatment plan, updated at designated intervals in accordance with Sections 10.2 – 10.5 above; and



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- 12.2.3.2. Signed and dated progress notes and reports from all programs involved, as required by Section 10.8 above;
- 12.2.4. Fourth section, Discharge Planning:
  - 12.2.4.1. A narrative discharge summary, as required by Sections 11.2 and 11.3 above;
  - 12.2.5. Fifth section, Releases of Information/Miscellaneous:
    - 12.2.5.1. Release of information forms compliant with 42 CFR, Part 2;
    - 12.2.5.2. Any correspondence pertinent to the client; and
    - 12.2.5.3. Any other information the contractor deems significant.
- 12.3. If the contractor utilizes a paper format client record system, then the sections in Section 12.3 above shall be tabbed sections.
- 12.4. If the contractor utilizes an electronic format, the sections in Section 12.3 above shall not apply provided that all information listed in Section 12.3 above is included in the electronic record.
- 12.5. All client records maintained by the contractor or its sub-contractors, including paper files, facsimile transmissions, or electronic data transfers, shall be strictly confidential.
- 12.6. All confidential information shall be maintained within a secure storage system at all times as follows:
  - 12.6.1. Paper records and external electronic storage media shall be kept in locked file cabinets;
  - 12.6.2. All electronic files shall be password protected; and
  - 12.6.3. All confidential notes or other materials that do not require storage shall be shredded immediately after use.
  - 12.6.4. Contractors shall retain client records after the discharge or transfer of the client, as follows:
    - 12.6.4.1. For a minimum of 7 years for an adult; and
    - 12.6.4.2. For a minimum of 7 years after age of majority for children.
- 12.7. In the event of a program closure, the contractor closing its treatment program shall arrange for the continued management of all client records. The closing contractor shall notify the department in writing of the address where records will be stored and specify the person managing the records.
- 12.8. The closing contractor shall arrange for storage of each record through one or more of the following measures:
  - 12.8.1. Continue to manage the records and give written assurance to the department that it will respond to authorized requests for copies of client records within 10 working days;
  - 12.8.2. Transfer records of clients who have given written consent to another contractor; or
  - 12.8.3. Enter into a limited service organization agreement with another contractor to store and manage records.
- 13. Medication Services.
  - 13.1. No administration of medications, including physician samples, shall occur except by a licensed medical practitioner working within their scope of practice.
  - 13.2. All prescription medications brought by a client to program shall be in their original containers and legibly display the following information:
    - 13.2.1. The client's name;
    - 13.2.2. The medication name and strength;
    - 13.2.3. The prescribed dose;
    - 13.2.4. The route of administration;

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- 13.2.5. The frequency of administration; and
  - 13.2.6. The date ordered.
  - 13.3. Any change or discontinuation of prescription medications shall require a written order from a licensed practitioner.
  - 13.4. All prescription medications, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be kept on the client's person or stored in the client's room, shall be stored as follows:
    - 13.4.1. All medications shall be kept in a storage area that is:
      - 13.4.1.1. Locked and accessible only to authorized personnel;
      - 13.4.1.2. Organized to allow correct identification of each client's medication(s);
      - 13.4.1.3. Illuminated in a manner sufficient to allow reading of all medication labels; and
      - 13.4.1.4. Equipped to maintain medication at the proper temperature;
    - 13.4.2. Schedule II controlled substances, as defined by RSA 318-B:1-b, shall be kept in a separately locked compartment within the locked medication storage area and accessible only to authorized personnel; and
    - 13.4.3. Topical liquids, ointments, patches, creams and powder forms of products shall be stored in a manner such that cross-contamination with oral, optic, ophthalmic, and parenteral products shall not occur.
  - 13.5. Medication belonging to personnel shall not be accessible to clients, nor stored with client medication.
  - 13.6. Over-the-counter (OTC) medications shall be handled in the following manner:
    - 13.6.1. Only original, unopened containers of OTC medications shall be allowed to be brought into the program;
    - 13.6.2. OTC medication shall be stored in accordance with Section 13.4 above.
    - 13.6.3. OTC medication containers shall be marked with the name of the client using the medication and taken in accordance with the directions on the medication container or as ordered by a licensed practitioner;
  - 13.7. All medications self-administered by a client, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be taken by the client without supervision, shall be supervised by the program staff, as follows:
    - 13.7.1. Staff shall remind the client to take the correct dose of his or her medication at the correct time;
    - 13.7.2. Staff may open the medication container but shall not be permitted to physically handle the medication itself in any manner;
    - 13.7.3. Staff shall remain with the client to observe them taking the prescribed dose and type of medication;
  - 13.8. For each medication taken, staff shall document in an individual client medication log the following:
    - 13.8.1. The medication name, strength, dose, frequency and route of administration;
    - 13.8.2. The date and the time the medication was taken;
    - 13.8.3. The signature or identifiable initials of the person supervising the taking of said medication; and
    - 13.8.4. The reason for any medication refused or omitted.
  - 13.9. Upon a client's discharge:
    - 13.9.1. The client medication log in Section 13.8 above shall be included in the client's record; and
    - 13.9.2. The client shall be given any remaining medication to take with him or her
14. Notice of Client Rights

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- 14.1. Programs shall inform clients of their rights under these rules in clear, understandable language and form, both verbally and in writing as follows:
  - 14.1.1. Applicants for services shall be informed of their rights to evaluations and access to treatment;
  - 14.1.2. Clients shall be advised of their rights upon entry into any program and at least once a year after entry;
  - 14.1.3. Initial and annual notifications of client rights in Section 14 above shall be documented in the client's record; and
- 14.2. Every program within the service delivery system shall post notice of the rights, as follows:
  - 14.2.1. The notice shall be posted continuously and conspicuously;
  - 14.2.2. The notice shall be presented in clear, understandable language and form; and
  - 14.2.3. Each program and residence shall have on the premises complete copies of rules pertaining to client rights that are available for client review.
15. Fundamental Rights.
  - 15.1. No person receiving treatment for a substance use disorder shall be deprived of any legal right to which all citizens are entitled solely by reason of that person's admission to the treatment services system.
16. Personal Rights.
  - 16.1. Persons who are applicants for services or clients in the service delivery system shall be treated by program staff with dignity and respect at all times.
  - 16.2. Clients shall be free from abuse, neglect and exploitation including, at a minimum, the following:
    - 16.2.1. Freedom from any verbal, non-verbal, mental, physical, or sexual abuse or neglect;
    - 16.2.2. Freedom from the intentional use of physical force except the minimum force necessary to prevent harm to the client or others; and
    - 16.2.3. Freedom from personal or financial exploitation.
  - 16.3. Clients shall have the right to privacy.
17. Client Confidentiality
  - 17.1. All contractors shall adhere to the confidentiality requirements in 42 CFR part 2.
  - 17.2. In cases where a client, attorney or other authorized person, after review of the record, requests copies of the record, a program shall make such copies available free of charge for the first 25 pages and not more than 25 cents per page thereafter.
  - 17.3. If a minor age 12 or older is treated for drug abuse without parental consent as authorized by RSA 318:B12-a, the following shall apply:
    - 17.3.1. The minor's signature alone shall authorize a disclosure; and
    - 17.3.2. Any disclosure to the minor's parents or guardians shall require a signed authorization to release.
18. Client Grievances
  - 18.1. Clients shall have the right to complain about any matter, including any alleged violation of a right afforded by these rules or by any state or federal law or rule.
  - 18.2. Any person shall have the right to complain or bring a grievance on behalf of an individual client or a group of clients.
  - 18.3. The rules governing procedures for protection of client rights found at He-C 200 shall apply to such complaints and grievances.
19. Treatment Rights.
  - 19.1. Each client shall have the right to adequate and humane treatment, including:
    - 19.1.1. The right of access to treatment including:



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- 19.1.1.1. The right to evaluation to determine an applicant's need for services and to determine which programs are most suited to provide the services needed;
- 19.1.1.2. The right to provision of necessary services when those services are available, subject to the admission and eligibility policies and standards of each program; and
- 19.1.2. The right to quality treatment including:
  - 19.1.2.1. Services provided in keeping with evidence-based clinical and professional standards applicable to the persons and programs providing the treatment and to the conditions for which the client is being treated;
- 19.1.3. The right to receive services in such a manner as to promote the client's full participation in the community;
- 19.1.4. The right to receive all services or treatment to which a person is entitled in accordance with the time frame set forth in the client's individual treatment plan;
- 19.1.5. The right to an individual treatment plan developed, reviewed and revised in accordance with Sections 10.1 – 10.5 above which addresses the client's own goals;
- 19.1.6. The right to receive treatment and services contained in an individual treatment plan designed to provide opportunities for the client to participate in meaningful activities in the communities in which the client lives and works;
- 19.1.7. The right to service and treatment in the least restrictive alternative or environment necessary to achieve the purposes of treatment including programs which least restrict:
  - 19.1.7.1. Freedom of movement; and
  - 19.1.7.2. Participation in the community, while providing the level of support needed by the client;
- 19.1.8. The right to be informed of all significant risks, benefits, side effects and alternative treatment and services and to give consent to any treatment, placement or referral following an informed decision such that:
  - 19.1.8.1. Whenever possible, the consent shall be given in writing; and
  - 19.1.8.2. In all other cases, evidence of consent shall be documented by the program and shall be witnessed by at least one person;
- 19.1.9. The right to refuse to participate in any form of experimental treatment or research;
- 19.1.10. The right to be fully informed of one's own diagnosis and prognosis;
- 19.1.11. The right to voluntary placement including the right to:
  - 19.1.11.1. Seek changes in placement, services or treatment at any time; and
  - 19.1.11.2. Withdraw from any form of voluntary treatment or from the service delivery system;
- 19.1.12. The right to services which promote independence including services directed toward:
  - 19.1.12.1. Eliminating, or reducing as much as possible, the client's needs for continued services and treatment; and
  - 19.1.12.2. Promoting the ability of the clients to function at their highest capacity and as independently as possible;
- 19.1.13. The right to refuse medication and treatment;
- 19.1.14. The right to referral for medical care and treatment including, if needed, assistance in finding such care in a timely manner;
- 19.1.15. The right to consultation and second opinion including:
  - 19.1.15.1. At the client's own expense, the consultative services of:

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- 19.1.15.1.1. Private physicians;
- 19.1.15.1.2. Psychologists;
- 19.1.15.1.3. Licensed drug and alcohol counselors; and
- 19.1.15.1.4. Other health practitioners; and
- 19.1.15.2. Granting to such health practitioners reasonable access to the client, as required by Section 19.1.15, in programs and allowing such practitioners to make recommendations to programs regarding the services and treatment provided by the programs;
- 19.1.16. The right, upon request, to have one or more of the following present at any treatment meeting requiring client participation and informed decision-making:
  - 19.1.16.1. Guardian;
  - 19.1.16.2. Representative;
  - 19.1.16.3. Attorney;
  - 19.1.16.4. Family member;
  - 19.1.16.5. Advocate; or
  - 19.1.16.6. Consultant; and
- 19.1.17. The right to freedom from restraint including the right to be free from seclusion and physical, mechanical or pharmacological restraint.
- 19.2. No treatment professional shall be required to administer treatment contrary to such professional's clinical judgment.
- 19.3. Programs shall, whenever possible, maximize the decision-making authority of the client.
- 19.4. In furtherance of Section 19.3 above, the following provisions shall apply to clients for whom a guardian has been appointed by a court of competent jurisdiction:
  - 19.4.1. The program shall ensure that in the course of service provision, the guardian and all persons involved in the provision of service are made aware of the client's views, preferences and aspirations;
  - 19.4.2. A guardian shall only make decisions that are within the scope of the powers set forth in the guardianship order issued by the court;
  - 19.4.3. The program shall request a copy of the guardianship order from the guardian and the order shall be kept in the client's record at the program;
  - 19.4.4. If any issues arise relative to the provision of services and supports which are outside the scope of the guardian's decision-making authority as set forth in the guardianship order, the client's choice and preference relative to those issues shall prevail unless the guardian's authority is expanded by the court to include those issues;
  - 19.4.5. A program shall take such steps as are necessary to prevent a guardian from exceeding the decision-making authority granted by the court including:
    - 19.4.5.1. Reviewing with the guardian the limits on his or her decision-making authority; and
    - 19.4.5.2. If necessary, bringing the matter to the attention of the court that appointed the guardian;
  - 19.4.6. The guardian shall act in a manner that furthers the best interests of the client;
  - 19.4.7. In acting in the best interests of the client, the guardian shall take into consideration the views, preferences and aspirations of the client;
  - 19.4.8. The program shall take such steps as are necessary to prevent a guardian from acting in a manner that does not further the best interests of the client and, if necessary, bring the matter to the attention of the court that appointed the guardian; and



Exhibit K

- 19.4.9. In the event that there is a dispute between the program and the guardian, the program shall inform the guardian of his or her right to bring the dispute to the attention of the probate court that appointed the guardian.
20. Termination of Services.
- 20.1. A client shall be terminated from a contractor's service if the client:
- 20.1.1. Endangers or threatens to endanger other clients or staff, or engages in illegal activity on the property of the program;
  - 20.1.2. Is no longer benefiting from the service(s) he or she is receiving;
  - 20.1.3. Cannot agree with the program on a mutually acceptable course of treatment;
  - 20.1.4. Refuses to pay for the services that he or she is receiving despite having the financial resources to do so; or
  - 20.1.5. Refuses to apply for benefits that could cover the cost of the services that he or she is receiving despite the fact that the client is or might be eligible for such benefits.
- 20.2. A termination from a contractor's services shall not occur unless the program has given both written and verbal notice to the client and client's guardian, if any, that:
- 20.2.1. Give the effective date of termination;
  - 20.2.2. List the clinical or management reasons for termination; and
  - 20.2.3. Explain the rights to appeal and the appeal process pursuant to He-C 200.
- 20.3. A contractor shall document in the record of a client who has been terminated that:
- 20.3.1. The client has been notified of the termination; and
  - 20.3.2. The termination has been approved by the program director.
21. Client Rights in Residential Programs.
- 21.1. In addition to the foregoing rights, clients of residential programs shall also have the following rights:
- 21.1.1. The right to a safe, sanitary and humane living environment;
  - 21.1.2. The right to privately communicate with others, including:
    - 21.1.2.1. The right to send and receive unopened and uncensored correspondence;
    - 21.1.2.2. The right to have reasonable access to telephones and to be allowed to make and to receive reasonable numbers of telephone calls except that residential programs may require a client to reimburse them for the cost of any calls made by the client;
    - 21.1.2.3. The right to receive and to refuse to receive visitors except that residential programs may impose reasonable restrictions on the number and time of visits in order to ensure effective provision of services; and
  - 21.1.3. The right to engage in social and recreational activities including the provision of regular opportunities for clients to engage in such activities;
  - 21.1.4. The right to privacy, including the following:
    - 21.1.4.1. The right to courtesies such as knocking on closed doors before entering and ensuring privacy for telephone calls and visits;
    - 21.1.4.2. The right to opportunities for personal interaction in a private setting except that any conduct or activity which is illegal shall be prohibited; and
    - 21.1.4.3. The right to be free from searches of their persons and possessions except in accordance with applicable constitutional and legal standards;
  - 21.1.5. The right to individual choice, including the following:
    - 21.1.5.1. The right to keep and wear their own clothes;
    - 21.1.5.2. The right to space for personal possessions;
    - 21.1.5.3. The right to keep and to read materials of their own choosing;
    - 21.1.5.4. The right to keep and spend their own money; and





Exhibit K

- 21.1.5.5. The right not to work and to be compensated for any work performed, except that:
  - 21.1.5.5.1. Clients may be required to perform personal housekeeping tasks within the client's own immediate living area and equitably share housekeeping tasks within the common areas of the residence, without compensation; and
  - 21.1.5.5.2. Clients may perform vocational learning tasks or work required for the operation or maintenance of a residential program, if the work is consistent with their individual treatment plans and the client is compensated for work performed; and
- 21.1.6. The right to be reimbursed for the loss of any money held in safekeeping by the residence.
- 21.2. Nothing in Section 21 shall prevent a residence from having policies governing the behavior of the residents.
- 21.3. Clients shall be informed of any house policies upon admission to the residence.
- 21.4. House policies shall be posted and such policies shall be in conformity with this section.
- 21.5. House policies shall be periodically reviewed for compliance with this section in connection with quality assurance site visits.
- 21.6. Notwithstanding Section 21.1.4.3 above, contractors may develop policies and procedures that allow searches for alcohol and illicit drugs be conducted:
  - 21.6.1. Upon the client's admission to the program; and
  - 21.6.2. If probable cause exists, including such proof as:
    - 21.6.2.1. A positive test showing presence of alcohol or illegal drugs; or
    - 21.6.2.2. Showing physical signs of intoxication or withdrawal.

*[Handwritten signature]*  
*[Handwritten date: 2/27/16]*

**New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services**



43.10

**State of New Hampshire  
Department of Health and Human Services  
Amendment #2 to the  
Substance Use Disorder Treatment and Recovery Support Services Contract**

This 2<sup>nd</sup> Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment 2") dated this 22<sup>nd</sup> day of May, 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Tri-County Community Action Program, Inc. (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 30 Exchange Street, Berlin, NH, 03570.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on March 23, 2016 (Item #6), and amended by an agreement (Amendment #1 to the Contract) approved on June 15, 2016 (Late Item A1) by Governor and Executive Council, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18, and Exhibit C-1 Paragraph 3, the Department reserves the right to renew the Contract for up to two additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council; and

WHEREAS, the parties agree to extend the completion date of the agreement by three (3) months, and increase the price limitation.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

1. General Provisions (Form P-37), Block 1.6, to add Account Numbers:  
05-095-092-920510-33820000-102-500734  
05-095-092-920510-33840000-102-500734
2. General Provisions (Form P-37), Block 1.7, to read September 30, 2017.
3. General Provisions (Form P-37), Block 1.8, to increase Price Limitation to read: \$717,600.
4. General Provisions (Form P-37), Block 1.9, to read Jonathan V. Gallo, Esq., Interim Director of Contracts and Procurement.
5. General Provisions (Form P-37), Block 1.10 to read 603-271-9246.
6. Add to Exhibit A, Section 1.3 to read:
  - 1.3 Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennium.

**New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services**



This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

5/30/17  
Date

[Signature]  
Katja S. Fox  
Director

Tri-County Community Action Program, Inc.

5-24-17  
Date

[Signature]  
Name: Robert G. Boschen, Jr.  
Title: Chief Executive Officer

**Acknowledgement of Contractor's signature:**

State of NH, County of Coos on 5-24-17, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

[Signature]  
Signature of Notary Public or Justice of the Peace

Suzanne C. French, Notary  
Name and Title of Notary or Justice of the Peace

My Commission Expires: 6-19-18

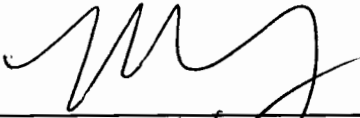
**New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services**



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6/5/17  
Date

  
\_\_\_\_\_  
Name: Megan A. Gable  
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. (TRI-COUNTY CAP) is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 18, 1965. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 63020



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 6th day of April A.D. 2017.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

# CERTIFICATE OF VOTE

I, Gary Coulombe, do hereby certify that:

(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Tri-County Community Action Program, Inc.  
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of  
the Agency duly held on 8-23-17:  
(Date)


**RESOLVED:** That the Chief Executive Officer  
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to  
execute any and all documents, agreements and other instruments, and any amendments, revisions,  
or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of  
the 24th day of May, 2017.  
(Date Contract Signed)

4. Robert G. Boschen is the duly elected Chief Executive Officer  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

  
(Signature of the Elected Officer)

STATE OF New Hampshire

County of Coos

The forgoing instrument was acknowledged before me this 24th day of May, 2017,

By Gary Coulombe.  
(Name of Elected Officer of the Agency)

  
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 6-19-18

**SUZANNE C. FRENCH**  
Notary Public - New Hampshire  
My Commission Expires June 19, 2018



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/7/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> FIAI/Cross Insurance 1100 Elm Street  Manchester NH 03101  <b>INSURED</b> Tri-County Community Action Program, Inc 30 Exchange Street  Berlin NH 03570	<b>CONTACT NAME:</b> Karen Shaughnessy <b>PHONE (A/C, No, Ext):</b> (603) 669-3218 <b>E-MAIL ADDRESS:</b> kshaughnessy@crossagency.com <b>FAX (A/C, No):</b> (603) 645-4331
<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURER A:</b> Philadelphia Ins Co <b>INSURER B:</b> AmGuard Ins Co <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
<b>NAIC #</b> 42390	

**COVERAGES**      **CERTIFICATE NUMBER:** 16-17 All lines      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<b>X</b>	<b>COMMERCIAL GENERAL LIABILITY</b>					EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
<b>A</b>	CLAIMS-MADE <b>X</b> OCCUR		PHPK1521023	7/1/2016	7/1/2017	
	GEN'L AGGREGATE LIMIT APPLIES PER					
	POLICY PRO-JECT <b>X</b> LOC					
	OTHER					
<b>A</b>	<b>X</b> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS		PHPK1521031	7/1/2016	7/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Undennsured motonst \$ 1,000,000
<b>A</b>	<b>X</b> UMBRELLA LIAB <b>X</b> OCCUR					EACH OCCURRENCE \$ 2,000,000
<b>A</b>	<b>X</b> EXCESS LIAB CLAIMS-MADE					AGGREGATE \$ 2,000,000
	DED <b>X</b> RETENTIONS \$ 10,000		PHUB548500	7/1/2016	7/1/2017	
<b>B</b>	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	TRWC783275 (3a.) NH K. Matthews R. Urban & W. Hatch excluded	7/1/2016	7/1/2017	<b>X</b> PER STATUTE OTH-ER E L EACH ACCIDENT \$ 500,000 E L DISEASE - EA EMPLOYEE \$ 500,000 E L DISEASE - POLICY LIMIT \$ 500,000
<b>A</b>	Professional Liability		PHPK1521023	7/1/2016	7/1/2017	Per Occurrence \$ 1,000,000 Aggregate \$ 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Refer to policy for exclusionary endorsements and special provisions.

**CERTIFICATE HOLDER****CANCELLATION**

State of New Hampshire  
 Dept of Health & Human Services  
 129 Pleasant Street  
 Concord, NH 03301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Chris Sharpe/JSC

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ACORD 25 (2014/01)

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INS025 (09/14/11)

## **MISSION STATEMENT**

**Tri-County CAP is a group of people and projects dedicated to improving the lives and well-being of New Hampshire's people and communities.**

**We provide opportunities and support for people to learn and grow in self-sufficiency, and to get involved in helping their neighbors and improving the conditions in their communities.**

***Tri-County Community Action Programs...  
Helping people, changing lives.***

**TRI-COUNTY COMMUNITY ACTION PROGRAM, Inc. Is a private, non-profit 501(C) 3 corporation that is dedicated to improving the lives and well being of New Hampshire's people and communities. Formed on May 18, 1965, we provide opportunities and support for people to learn and grow in self-sufficiency and get involved in helping their neighbors and improving the conditions in their communities.**

***TRI-COUNTY COMMUNITY ACTION PROGRAM, Inc.***

***...Helping people, changing lives.***



*Financial Statements*

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**TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.  
AND AFFILIATE**

**CONSOLIDATED FINANCIAL STATEMENTS  
FOR THE YEARS ENDED JUNE 30, 2016 AND 2015  
AND  
INDEPENDENT AUDITORS' REPORT**

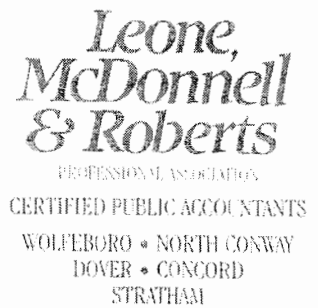
**TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE**

**CONSOLIDATED FINANCIAL STATEMENTS**

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To the Board of Directors of  
Tri-County Community Action Program, Inc.  
Berlin, New Hampshire



## **INDEPENDENT AUDITORS' REPORT**

### ***Report on the Financial Statements***

We have audited the accompanying consolidated financial statements of Tri-County Community Action Program, Inc. and Affiliate (a New Hampshire nonprofit organization), which comprise the consolidated statements of financial position as of June 30, 2016 and 2015, and the related consolidated statements of cash flows and functional expenses, and the related notes to the consolidated financial statements for the years then ended, and the related consolidated statement of activities for the year ended June 30, 2016.

### ***Management's Responsibility for the Financial Statements***

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

### ***Auditors' Responsibility***

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditors' judgement, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

## **Opinion**

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Tri-County Community Action Program, Inc. and Affiliate as of June 30, 2016 and 2015, and its cash flows for the years then ended, and the changes in its net assets for the year ended June 30, 2016 in accordance with accounting principles generally accepted in the United States of America.

## **Report on Summarized Comparative Information**

We have previously audited Tri-County Community Action Program, Inc. and Affiliate's 2015 financial statements, and we expressed an unmodified audit opinion on those financial statements in our report dated December 10, 2015. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2015, is consistent, in all material respects, with the audited financial statements from which it has been derived.

## **Other Information**

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying schedule of expenditures of federal awards, as required by Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, is presented for purposes of additional analysis and is not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the consolidated financial statements as a whole.

## **Other Reporting Required by Government Auditing Standards**

In accordance with *Government Auditing Standards*, we have also issued our report dated November 16, 2016, on our consideration of Tri-County Community Action Program, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Tri-County Community Action Program, Inc.'s internal control over financial reporting and compliance.

*Leone, McDonnell + Roberts*  
*Professional Association*

November 16, 2016  
North Conway, New Hampshire

**TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE**

**CONSOLIDATED STATEMENTS OF FINANCIAL POSITION  
JUNE 30, 2016 AND 2015**

	<b><u>2016</u></b>	<b><u>2015</u></b>
<b>ASSETS</b>		
<b>CURRENT ASSETS</b>		
Cash and cash equivalents	\$ 589,806	\$ 488,950
Accounts receivable	1,248,318	1,014,274
Pledges receivable	229,419	247,754
Inventories	88,880	116,150
Prepaid expenses	40,992	30,678
Total current assets	<u>2,197,415</u>	<u>1,897,806</u>
<b>PROPERTY</b>		
Property, plant, and equipment	13,388,060	13,468,105
Less accumulated depreciation	<u>(5,052,926)</u>	<u>(4,588,525)</u>
Property, net	<u>8,335,134</u>	<u>8,879,580</u>
<b>OTHER ASSETS</b>		
Restricted cash	787,761	540,395
Building refinance costs, net	<u>14,478</u>	<u>15,365</u>
Total other assets	<u>802,239</u>	<u>555,760</u>
<b>TOTAL ASSETS</b>	<b><u>\$ 11,334,788</u></b>	<b><u>\$ 11,333,146</u></b>
<b><u>LIABILITIES AND NET ASSETS</u></b>		
<b>CURRENT LIABILITIES</b>		
Demand note payable	\$ 863,867	\$ 700,252
Current portion of long term debt	197,181	271,685
Current portion of capital lease obligations	2,718	-
Accounts payable	675,526	671,782
Accrued compensated absences	294,243	332,024
Accrued salaries	176,185	134,822
Accrued expenses	93,764	107,474
Refundable advances	233,329	191,343
Other liabilities	<u>510,910</u>	<u>280,474</u>
Total current liabilities	<u>3,047,723</u>	<u>2,689,856</u>
<b>LONG TERM DEBT</b>		
Long term debt, net of current portion	5,866,916	5,938,456
Capital lease obligations, net of current portion	11,756	-
Interest rate swap at fair value	<u>-</u>	<u>7,385</u>
Total liabilities	<u>8,926,395</u>	<u>8,635,697</u>
<b>NET ASSETS</b>		
Unrestricted	1,630,450	1,951,539
Temporarily restricted	<u>777,943</u>	<u>745,910</u>
Total net assets	<u>2,408,393</u>	<u>2,697,449</u>
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<b><u>\$ 11,334,788</u></b>	<b><u>\$ 11,333,146</u></b>

See Notes to Consolidated Financial Statements

**TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE**

**CONSOLIDATED STATEMENT OF ACTIVITIES  
FOR THE YEAR ENDED JUNE 30, 2016  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>2016 Total</u>	<u>2015 Total</u>
<b>REVENUES AND OTHER SUPPORT</b>				
Grant and contracts	\$ 12,304,094	\$ 300,307	\$ 12,604,401	\$ 13,830,872
Program funding	1,680,245	81,445	1,761,690	1,703,174
Utility programs	1,279,740	-	1,279,740	916,957
In-kind contributions	313,824	-	313,824	252,489
Contributions	253,726	14,206	267,932	137,183
Fundraising	37,281	-	37,281	43,415
Rental income	800,533	-	800,533	824,332
Interest income	272	-	272	485
(Loss) gain on disposal of property	(175,932)	-	(175,932)	16,560
Other revenue	421	-	421	91,349
	<hr/>	<hr/>	<hr/>	<hr/>
Total revenues and other support	16,494,204	395,958	16,890,162	17,816,816
<b>NET ASSETS RELEASED FROM RESTRICTIONS</b>	<hr/>	<hr/>	<hr/>	<hr/>
	363,925	(363,925)	-	-
	<hr/>	<hr/>	<hr/>	<hr/>
Total revenues, other support, and net assets released from restrictions	16,858,129	32,033	16,890,162	17,816,816
<b>FUNCTIONAL EXPENSES</b>				
Program Services:				
Agency Fund	779,057	-	779,057	883,748
Head Start	2,176,567	-	2,176,567	2,289,054
Guardianship	735,473	-	735,473	767,955
Transportation	1,074,998	-	1,074,998	985,004
Volunteer	101,998	-	101,998	87,521
Workforce Development	366,205	-	366,205	449,251
Alcohol and Other Drugs	1,086,057	-	1,086,057	989,422
Carroll County Dental	513,419	-	513,419	496,634
Carroll County Restorative Justice	47,843	-	47,843	95,727
Support Center	276,766	-	276,766	249,099
Homeless	514,521	-	514,521	442,493
Energy and Community Development	6,988,501	-	6,988,501	7,433,283
Elder	1,125,851	-	1,125,851	1,088,328
Housing Services	161,727	-	161,727	172,157
	<hr/>	<hr/>	<hr/>	<hr/>
Total program services	15,948,983	-	15,948,983	16,429,676
Supporting Activities:				
General and administrative	1,236,429	-	1,236,429	1,154,866
Fundraising	1,191	-	1,191	4,498
	<hr/>	<hr/>	<hr/>	<hr/>
Total supporting activities	1,237,620	-	1,237,620	1,159,364
Total functional expenses	<hr/>	<hr/>	<hr/>	<hr/>
	17,186,603	-	17,186,603	17,589,040
<b>CHANGES IN NET ASSETS FROM OPERATIONS</b>	(328,474)	32,033	(296,441)	227,776
<b>OTHER INCOME</b>				
Gain on interest rate swap	7,385	-	7,385	42,327
	<hr/>	<hr/>	<hr/>	<hr/>
<b>TOTAL CHANGES IN NET ASSETS</b>	(321,089)	32,033	(289,056)	270,103
<b>NET ASSETS, BEGINNING OF YEAR</b>	<hr/>	<hr/>	<hr/>	<hr/>
	1,951,539	745,910	2,697,449	2,427,346
<b>NET ASSETS, END OF YEAR</b>	<hr/>	<hr/>	<hr/>	<hr/>
	\$ 1,630,450	\$ 777,943	\$ 2,408,393	\$ 2,697,449

See Notes to Consolidated Financial Statements

**TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE**

**CONSOLIDATED STATEMENTS OF CASH FLOWS**  
**FOR THE YEARS ENDED JUNE 30, 2016 AND 2015**

	<u>2016</u>	<u>2015</u>
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Change in net assets	\$ (289,056)	\$ 270,103
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation and amortization	472,186	483,149
Loss (gain) on disposal of property	175,932	(16,560)
Gain on interest rate swap	(7,385)	(42,327)
Decrease (increase) in assets:		
Restricted cash	(247,366)	225,470
Accounts receivable	(234,044)	(180,597)
Pledges receivable	18,335	(247,754)
Inventories	27,270	(50,111)
Prepaid expenses	(10,314)	(3,392)
Other assets	-	818
Increase (decrease) in liabilities:		
Accounts payable	3,744	16,947
Accrued compensated absences	(37,781)	54,245
Accrued salaries	41,363	23,336
Accrued expenses	(13,710)	(8,588)
Refundable advances	41,986	(33,228)
Other liabilities	230,436	(125,119)
<b>NET CASH PROVIDED BY OPERATING ACTIVITIES</b>	<u>171,596</u>	<u>366,392</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Proceeds from disposal of property	75,000	57,159
Purchases of property and equipment	<u>(116,320)</u>	<u>(286,141)</u>
<b>NET CASH USED IN INVESTING ACTIVITIES</b>	<u>(41,320)</u>	<u>(228,982)</u>
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>		
Net advance on demand note payable	191,660	199,201
Proceeds from long-term debt	-	13,089
Repayment of long-term debt	(219,778)	(239,753)
Repayment of capital lease obligations	<u>(1,302)</u>	<u>-</u>
<b>NET CASH USED IN FINANCING ACTIVITIES</b>	<u>(29,420)</u>	<u>(27,463)</u>
<b>NET INCREASE IN CASH AND CASH EQUIVALENTS</b>	100,856	109,947
<b>CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR</b>	<u>488,950</u>	<u>379,003</u>
<b>CASH AND CASH EQUIVALENTS, END OF YEAR</b>	<u>\$ 589,806</u>	<u>\$ 488,950</u>
<b>SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:</b>		
Cash paid during the year for:		
Interest	<u>\$ 184,941</u>	<u>\$ 233,577</u>
<b>SUPPLEMENTAL DISCLOSURE OF NONCASH INVESTING AND FINANCING ACTIVITIES:</b>		
Purchase of property and equipment financed by long-term debt	<u>\$ 45,689</u>	<u>\$ -</u>
Purchase of property and equipment financed by capital lease	<u>\$ 15,776</u>	<u>\$ -</u>
Line of credit converted to long term debt	<u>\$ 28,045</u>	<u>\$ -</u>

See Notes to Consolidated Financial Statements

TRICOUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE  
 CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES  
 FOR THE YEAR ENDED JUNE 30, 2016

	Agency Fund	Head Start	Guardianship	Transportation	Volunteer	Workforce Development	Alcohol and Other Drugs	Carroll County Detention	Carroll County Restorative Justice	Support Center	Homeless	Energy and Development	Elder	Housing Services	Total	General & Administrative	Fundraising	Total
<b>Direct Expenses</b>																		
Payroll	\$ 86,543	\$ 1,115,628	\$ 489,882	\$ 498,266	\$ 83,903	\$ 195,494	\$ 615,812	\$ 312,244	\$ 9,541	\$ 164,742	\$ 287,318	\$ 1,133,090	\$ 454,166	\$ 11,860	\$ 5,416,962	\$ 650,629	\$ -	\$ 6,069,591
Payroll taxes and benefits	18,492	308,759	128,545	91,265	14,706	53,937	161,355	66,224	5,087	43,120	66,194	319,436	105,785	-	1,384,935	161,375	-	1,546,310
Assistance to clients	8,122	-	-	-	288	3,977	-	-	-	-	35,075	4,829,328	-	-	4,876,991	-	-	4,876,991
Consultants and contractors	4,536	30,459	5,220	37,208	-	-	38,701	22,186	8,970	669	10,000	18,339	68,920	-	243,834	35,565	-	279,399
Fiscal and administrative	1,808	18,755	7,960	4,556	813	58	4,981	5,379	510	1,153	768	48,324	2,771	439	59,153	92,758	-	191,911
Space costs and rentals	21,495	156,779	32,638	13,860	4,991	59,079	22,403	-	14,198	-	33,641	162,561	54,172	-	595,904	217,234	-	813,138
Consumable supplies	12,991	134,976	10,364	10,394	2,513	1,994	78,412	17,002	-	7,673	8,771	300,294	300,376	6,339	819,405	19,375	-	938,780
Maintenance of equipment and rental	2,490	2,353	1,078	5,370	-	-	1,973	4,288	-	-	492	9,550	11,749	-	36,923	803	-	49,726
Building and grounds maintenance	56,247	30,124	-	3,295	-	-	10,293	1,637	-	9,115	4,435	70	20,030	22,875	158,121	58	-	188,179
Utilities	125,688	24,107	14,625	13,967	910	7,173	39,489	9,150	1,026	20,749	21,839	34,498	19,574	22,802	355,612	4,557	-	405,169
Fuel fees	-	-	-	-	-	-	-	-	-	-	-	268	2,568	-	2,836	-	-	2,836
Travel and meetings	660	56,731	29,352	89,793	1,456	13,891	14,786	1,901	283	6,084	16,134	19,070	32,196	2,104	283,610	8,644	-	297,454
Vehicle expense	3,891	63	-	144,866	-	-	1,164	-	-	-	1,856	34,963	-	-	186,662	5,411	-	192,074
Insurance	113,203	19,831	1,138	52,253	-	-	20,808	2,396	-	6,631	9,315	43,663	-	15,820	284,458	5,488	-	299,946
Interest expense	126,631	7	503	1,539	80	-	6,504	35,744	-	22	968	13,729	181	-	184,938	4,865	-	189,803
Other direct program costs	17,145	14,445	4,250	19,777	5,745	507	50,532	1,938	628	1,918	1,974	12,328	5,346	11,080	157,619	26,372	1,191	188,176
Depreciation and amortization expense	160,855	16,357	-	116,639	-	-	22,644	33,542	-	10,025	1,752	19,251	2,214	67,382	471,891	295	-	472,186
In-kind expenses	-	244,754	-	-	6,812	-	-	-	-	4,895	11,969	-	-	-	313,824	-	-	313,824
<b>Total Direct Expenses</b>	<b>779,057</b>	<b>2,176,587</b>	<b>738,473</b>	<b>1,274,998</b>	<b>101,968</b>	<b>368,205</b>	<b>1,088,057</b>	<b>511,419</b>	<b>47,843</b>	<b>276,766</b>	<b>514,521</b>	<b>6,988,901</b>	<b>1,125,851</b>	<b>161,727</b>	<b>15,948,983</b>	<b>1,236,479</b>	<b>1,191</b>	<b>17,186,603</b>
<b>Indirect Expenses</b>																		
Indirect costs	90,602	230,922	89,118	118,834	11,376	36,106	127,802	59,962	4,144	33,812	56,021	249,401	128,049	-	1,236,429	(1,236,429)	-	-
<b>Total Direct &amp; Indirect expenses</b>	<b>\$ 869,659</b>	<b>\$ 2,407,489</b>	<b>\$ 827,591</b>	<b>\$ 1,393,832</b>	<b>\$ 113,374</b>	<b>\$ 404,311</b>	<b>\$ 1,215,859</b>	<b>\$ 571,381</b>	<b>\$ 51,987</b>	<b>\$ 310,578</b>	<b>\$ 570,522</b>	<b>\$ 7,237,902</b>	<b>\$ 1,253,900</b>	<b>\$ 161,727</b>	<b>\$ 17,185,412</b>	<b>\$ -</b>	<b>\$ 1,191</b>	<b>\$ 17,186,603</b>



IRL COUNTY COMMUNITY ACTION PROGRAM, INC.  
 CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES  
 FOR THE YEAR ENDED JUNE 30, 2015

	Agency Fund	Head Start	Guardianship	Transportation	Volunteer	Workforce Development	Alcohol and Other Drugs	Carroll County Social	Carroll County Restorative Justice	Support Center	Homeless	Energy & Development	Elder	Housing Services	Total	General & Administrative	Food/Meals	Total
<b>Direct Expenses</b>																		
Permit	\$ 71,025	\$ 1,082,892	\$ 504,994	\$ 464,646	\$ 80,650	\$ 245,576	\$ 577,996	\$ 294,190	\$ 58,546	\$ 150,077	\$ 269,264	\$ 1,148,191	\$ 446,859	\$ 17,214	\$ 5,380,469	\$ 634,111	\$ -	\$ 6,014,990
Payroll taxes and benefits	15,944	268,323	127,566	76,730	16,750	66,726	153,187	59,423	13,810	36,134	62,333	310,895	103,305	-	1,332,156	-	152,324	1,484,482
Assessments to clients	618	50	-	-	-	7,481	116	-	-	1,087	17,432	5,303,742	743	-	5,331,344	-	-	5,331,344
Consultants and contractors	12,558	24,210	4,725	17,420	-	-	10,343	14,995	1,715	3,000	13,806	14,927	48,490	-	175,189	30,030	-	205,219
Fees and administrative	1,149	24,378	9,846	3,397	596	245	4,703	6,454	755	648	1,546	38,143	6,037	30	98,697	99,994	-	198,201
Special costs and rentals	14,222	177,577	36,289	13,352	\$ 571	99,372	15,287	-	20,532	-	26,026	154,992	68,519	-	647,450	-	177,460	824,900
Consumable supplies	4,846	295,436	11,510	16,666	1,075	4,996	72,317	22,470	133	6,522	5,320	286,488	297,854	1,574	1,023,719	16,168	-	1,039,887
Maintenance of equipment and rental	4,351	1,229	10,770	3,422	-	200	1,051	108	-	-	348	24,732	4,169	-	60,378	15	-	62,393
Building and grounds maintenance	88,200	36,960	-	1,552	-	81	10,820	1,167	-	8,542	3,284	1,996	13,226	27,846	199,274	18	-	195,292
Utilities	175,573	23,064	16,018	19,231	742	7,500	48,544	6,796	1,090	20,822	20,746	38,178	21,567	26,813	426,744	8,599	-	435,303
Fuel fees	-	-	-	-	-	-	-	-	-	-	-	-	1,800	-	1,800	-	-	1,800
Travel and meetings	2,288	55,230	29,418	38,723	1,071	14,192	12,567	1,241	1,088	5,337	14,211	13,002	31,320	1,734	224,478	15,381	-	239,859
Vehicle expense	505	-	-	148,927	-	-	7,069	87	-	-	2,977	44,568	-	-	204,123	3,561	-	209,684
Insurance	114,696	26,347	1,107	52,738	187	-	21,856	2,266	-	6,433	9,125	44,863	-	15,541	298,739	4,316	-	303,055
Internet expense	183,045	46	-	433	29	-	6,983	40,496	-	2	1,125	6,338	24	-	238,923	2,723	-	241,246
Other direct program costs	13,721	13,392	12,118	6,125	280	-	12,014	1,316	-	70	3,130	(19,580)	5,759	14,009	64,954	8,676	4,498	78,568
Depreciation and amortization expense	181,249	14,256	4,896	116,839	-	-	23,539	43,616	-	10,025	1,752	10,277	3,940	67,336	483,146	-	-	483,146
In-kind expended	-	225,019	-	-	-	-	-	-	-	-	-	-	27,470	-	252,489	-	-	252,489
<b>Total Direct Expenses</b>	<b>883,748</b>	<b>2,295,054</b>	<b>767,956</b>	<b>985,004</b>	<b>87,521</b>	<b>449,251</b>	<b>969,422</b>	<b>496,634</b>	<b>95,747</b>	<b>249,099</b>	<b>442,493</b>	<b>1,433,283</b>	<b>1,096,328</b>	<b>172,157</b>	<b>16,429,679</b>	<b>1,154,866</b>	<b>4,498</b>	<b>17,089,260</b>
<b>Indirect Expenses</b>																		
Indirect costs	85,822	238,461	83,837	99,881	9,932	41,326	111,258	52,143	8,661	28,551	47,399	235,297	112,581	-	1,154,866	(1,154,866)	-	-
<b>Total Direct &amp; Indirect expenses</b>	<b>\$ 969,570</b>	<b>\$ 2,527,515</b>	<b>\$ 851,793</b>	<b>\$ 1,084,885</b>	<b>\$ 97,453</b>	<b>\$ 490,577</b>	<b>\$ 1,080,680</b>	<b>\$ 548,777</b>	<b>\$ 104,408</b>	<b>\$ 277,650</b>	<b>\$ 489,892</b>	<b>\$ 1,668,580</b>	<b>\$ 1,208,909</b>	<b>\$ 172,157</b>	<b>\$ 17,584,545</b>	<b>\$ -</b>	<b>\$ 4,498</b>	<b>\$ 17,589,043</b>

See Notes to Consolidated Financial Statements

## **TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE**

### **NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED JUNE 30, 2016 AND 2015**

#### **NOTE 1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

##### **Organization and Principles of Consolidation**

The consolidated financial statements include the accounts of Tri-County Community Action Program, Inc. and its affiliate, Cornerstone Housing North, Inc. The two organizations are consolidated because Tri-County Community Action Program, Inc. controls 100% of the voting power of Cornerstone Housing North, Inc. All significant intercompany items and transactions have been eliminated from the basic financial statements. Tri-County Community Action Program, Inc. (the Organization) is a New Hampshire non-profit corporation that operates a wide variety of community service programs which are funded primarily through grants or contracts from various federal, state, and local agencies. Cornerstone Housing North, Inc. (a New Hampshire nonprofit corporation) was incorporated under the laws of the State of New Hampshire for the acquisition, construction and operation of community based housing for the Elderly.

##### **Nature of activities**

The Organization's programs consist of the following:

##### **Agency**

Tri-County CAP Administration provides central program management support and oversight to our many individual programs. This includes planning and budget development, bookkeeping and accounting, payroll and HR services, legal and audit services, IT support, management support, financial support and central policy development.

Tri-County CAP Administration is the liaison between Tri-County Community Action Program, Inc., Board of Directors and its programs, ensuring that programs comply with agreements made by the Board to funding sources and vendors.

Other responsibilities include the management and allocation of funding received through a Community Services Block Grant, as well as management of the Organization's real estate property.

##### **Head Start**

Head Start provides comprehensive services to low-income children and their families. Head Start supports children's growth and development in a positive learning environment through a variety of services, which include: Early learning, Health and Family well-being. All children receive health and development screenings, nutritious meals, oral health and mental health support. Parents and families are supported in achieving their own goals, such as housing stability, continued education, and financial security.

Programs support and strengthen parent-child relationships and engage families around children's learning and development. Tri County Community Action Head Start serves 241 children in Carroll, Coos & Grafton counties in 9 locations with 12 center-based classrooms and 3 home based options.

### **Guardianship**

The Organization's Guardianship program provides advocacy and guardian services for the vulnerable population of New Hampshire residents (developmentally disabled, chronically mentally ill, traumatic brain injury, and the elderly suffering from Alzheimer's, dementia, and multiple medical issues) who need a guardian and who have no family member or friend willing, able, or suitable to serve in that capacity.

### **Transportation**

The Organization's transit program provides various transportation services: public bus routes, door-to-door service by request, long distance medical travel to medical facilities outside our regular service area, and special trips for the elderly to go shopping and enjoy other activities that are located outside the regular service area. The Organization's fleet of 21 wheelchair accessible vehicles offers transportation options to the elderly and disabled, as well as to the general public.

### **Volunteer**

Coos County Retired & Senior Volunteers Program (RSVP) maintains a minimum corps of 400 volunteers, ages 55 and older. These volunteers share their skills, life experiences, and time with over 60 local non-profit and public agencies throughout Coos County that depend on volunteer assistance to meet the needs of their constituents. Our volunteers donate over 50,000 hours yearly.

### **Workforce Development**

The Organization is assisting transitional and displaced workers as they prepare for new jobs, and also assisting currently-employed workers to gain the skills required for better jobs.

The Organization is helping to implement New Hampshire's Unified State Plan for Workforce Development, in line with the federal Workforce Investment Act. Workforce training programs, with training facilities in three towns, provide temporary assistance for needy family (TANF) recipients with 20-30 hours per week of training in the areas of employment skills, computer skills, and business experience, and also place participating TANF recipients in community-based work experience sites.

### **Alcohol & Other Drugs (AOD)**

Services provided through the AOD program include assisting the alcoholic/addicted person on the road to recovery, through three phases: Crisis Intervention, Sobriety Maintenance, and Assessment and Referral to appropriate treatment facilities.

The Residential Treatment Programs (Friendship House) provide chemically dependent individuals with the fundamental tools of recovery, including educational classes, group and individual counseling, work and recreational therapy, and attendance at in-house and community-based alcoholics anonymous and narcotics anonymous meetings. The AOD program also offers assistance with its impaired driver programs.

The Friendship House, in December of 2014, had approximately \$130,000 worth of investments and improvements due to assistance from Public Services of New Hampshire. The Organization is currently exploring the construction of a new center for the Alcohol and Other Drugs program, to enhance their services. There was \$92,748 of pre-development capitalized expense in the current year.

#### **Carroll County Dental**

The Tamworth Dental Center (the Center) offers high quality oral health care to children with NH Medicaid coverage. The Organization also serves uninsured and underinsured children and adults using a sliding fee scale that offers income-based discounts for care. The Center accepts most common dental insurances for those who have commercial dental insurance coverage. A school-based project of the Dental Center, School Smiles, offers oral health education, screening, treatment and referrals for treatment to over 1,000 children in 9 schools in the vicinity of the Center.

#### **Carroll County Restorative Justice**

The Organization's restorative justice program provides comprehensive alternatives to traditional court sentencing and dispute resolution within the framework of Balanced and Restorative Justice. Two key components of this process are personal accountability for one's actions (diversion) and alternative conflict resolution (mediation). Services are provided by in-house staff, volunteers, and partnered relations with other local service providers. The division was discontinued in January 2016.

#### **Support Center**

The Organization's Support Center at Burch House provides direct service and shelter to victims and survivors of domestic and sexual violence and stalking in Northern Grafton County. Support Center services are accessible 24 hours a day, 365 days a year. They include: crisis intervention; supportive counseling; court, hospital and policy advocacy and accompaniment; emergency shelter; support groups; community education and outreach; violence prevention programs for students; information, referrals and assistance accessing other community resources.

#### **Homeless**

Homeless services include an outreach intervention and prevention project that strives to prevent individuals and families from becoming homeless, and assists the already homeless in securing safe, affordable housing. The Organization provides temporary shelter space for homeless clients.

The Organization also provides some housing rehabilitation services to help preserve older housing stock.

**Energy Assistance and Outreach**

Energy Assistance Services provide fuel and electric assistance through direct pay to vendors or a discount on the client's bill. Community Contact site allow local participants access to energy assistance programs and other emergency services. The offices provide information to the Organization's clients about other programs offered, as well as other programs available through other organizations in the community.

**Low-Income Weatherization**

The NH Weatherization Program helps low-income families, Elderly, Disabled, Small children and individuals lower their home energy costs; increase their health, safety, and comfort; and improve the quality of living while improving housing stock in communities around the state utilizing energy cost saving, health and safety and carbon lowering measures. The NH Weatherization Assistance Program also creates Local NH jobs.

**Elder**

The Organization's Elder program provides senior meals in 15 community dining sites, home-delivered meals (Meals on Wheels) to the frail and homebound elderly, and senior nutrition education and related programming. The Coos County ServiceLink Aging & Disability Resource Center assists with Medicare counseling, Medicaid assistance, long-term care counseling services, and caregiver supports.

**Housing Services**

Cornerstone Housing North, Inc. is subject to a Project Rental Assistance Contract (PRAC) with the United States Department of Housing and Urban Development, and a significant portion of their rental income is received from the Department of Housing and Urban Development.

The Organization includes a 12 unit apartment complex in Berlin, New Hampshire for the elderly. This operates under Section 202 of the National Housing Act and is regulated by the U.S. Department of Housing and Urban Development (HUD) with respect to the rental charges and operating methods.

The above Organization has a Section 202 Capital Advance. Under guidelines established by the U.S. Office of Management and Budget *Uniform Guidance; Title 2 U.S. Code of Federal Regulations (CFR) part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards*, the Section 202 Capital Advance is considered to be a major program.

### **Method of accounting**

The consolidated financial statements of Tri-County Community Action Program, Inc. have been prepared utilizing the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America, as promulgated by the Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC). Under this basis, revenue, other than contributions, and expenses are reported when incurred without regard to the date of receipt or payment of cash.

### **Basis of presentation**

Financial statement presentation follows the recommendations of the FASB in its Accounting Standard Codification No. 958 *Financial Statements of Not-For-Profit Organizations*. Under FASB ASC No. 958, the Organization is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets.

The Organization had no permanently restricted net assets at June 30, 2016 and 2015. The Organization had temporarily restricted net assets of \$777,943 and \$745,910 at June 30, 2016 and 2015, respectively.

### **Restricted and unrestricted support**

Contributions received are recorded as unrestricted, temporarily restricted, or permanently restricted support, depending on the existence and/or nature of any donor restrictions. Support that is restricted is reported as an increase in temporarily or permanently restricted net assets, depending on the nature of the restriction. When a restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions.

**Unrestricted net assets** include revenues and expenses and contributions which are not subject to any donor imposed restrictions. Unrestricted net assets can be board designated by the Board of Directors for special projects and expenditures.

**Temporarily restricted net assets** include contributions for which time restrictions or donor-imposed restrictions have not yet been met. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restriction (**Note 12**).

**Permanently restricted net assets** include gifts which require, by donor restriction, that the corpus be invested in perpetuity and only the income or a portion thereof (excluding capital gains restricted by State statute) be made available for program operations in accordance with donor restrictions. The Organization had no permanently restricted net assets at June 30, 2016 and 2015.

### **Fair Value Measurements**

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability (i.e. the "exit price") in an orderly transaction between market participants at the measurement date. The accounting standards for fair values establishes a hierarchy for inputs used in measuring fair value that maximizes the use of observable inputs and minimizes the use of unobservable inputs by requiring that the most observable inputs be used when available. Observable inputs are inputs that market participants would use in pricing the asset or liability developed based on market data obtained from sources independent of the Organization. Unobservable inputs are inputs that reflect the Organization's assumptions about the assumptions market participants would use in pricing the asset or liability developed based on the best information available in the circumstances.

The hierarchy is classified into three levels based on the reliability of inputs as follows:

**Level 1:** Valuations based on quoted prices in active markets for identical assets or liabilities that the Organization has the ability to access. Since valuations are based on quoted prices that are readily and regularly available in an active market, valuation of these products does not entail a significant degree of judgment.

**Level 2:** Valuation is determined from quoted prices for similar assets or liabilities in active markets, quoted prices for identical instruments in markets that are not active or by model-based techniques in which all significant inputs are observable in the market.

**Level 3:** Valuations based on inputs that are unobservable and significant to the overall fair value measurement. The degree of judgment exercised in determining fair value is greatest for instruments categorized as Level 3.

The availability of observable inputs can vary and is affected by a wide variety of factors, including, the type of asset/liability, whether the asset/liability is established in the marketplace, and other characteristics particular to the transaction. To the extent that valuation is based on models or inputs that are less observable or unobservable in the market, the determination of fair value requires more judgment. In certain cases, the inputs used to measure fair value may fall into different levels of the fair value hierarchy. In such cases, for disclosure purposes the level in the fair value hierarchy within which the fair value measurement in its entirety falls is determined based on the lowest level input that is significant to the fair value measurement in its entirety.

Fair value is a market-based measure considered from the perspective of a market participant rather than an entity-specific measure. Therefore, even when market assumptions are not readily available, assumptions are required to reflect those that market participants would use in pricing the asset or liability at the measurement date.

As disclosed in **Note 6**, the bond payable, formerly bearing monthly interest of 69% of the sum of the one month London Interbank Offered Rate (LIBOR) plus 3.25%, when the Organization's debt service coverage ratio was 1.10; or 3.00% when the Organization's debt service coverage ratio was 1.20, included an interest rate swap agreement. The Organization paid interest at a fixed 3.85%. The arrangement was scheduled to expire on August 2040. The notional amount of the contract was \$3,145,412. Accordingly, the swap arrangement, which is a derivative financial instrument, was classified as a cash flow hedge and was valued at the net present value (NPV) of all estimated future cash flows. The Organization's purpose in entering into a swap arrangement was to hedge against the risk of interest rate increases on the related variable rate debt and not to hold the instrument for trading purposes. The swap arrangement was removed in February 2016 when the bond agreement was renewed and the effective interest rate became 2.75% plus the bank's internal cost of funds multiplied by 67%. The rate at the time of renewal was 3.10%.

For the year ended June 30, 2015, the fair value of the interest rate swap was \$7,385 and the unrealized gain was \$42,327. The fair value of the swap was included on the balance sheet as a long term liability. The amount of the unrealized gain for the year ended June 30, 2016 was \$7,385 and there was no fair value of the swap remaining after the bond was renewed.

#### **Accounts Receivable**

Accounts receivable are stated at the amount management expects to collect from balances outstanding at year-end. Most of the receivables are amounts due from federal and state awarding agencies and are based on reimbursement for expenditures made under specific grants or contracts. A portion of the accounts receivable balance represents amounts due from patients at Carroll County Dental and participants in the alcohol and other drug treatment programs. Past due receivables are written off at management's discretion using the direct write off method; this is not considered a departure from accounting principles generally accepted in the United State because the effects of the direct write method approximate those of the allowance method. Management selects accounts to be written off after analyzing past payment history, the age of the accounts receivable, and collection rates for receivables with similar characteristics, such as length of time outstanding. The Organization does not charge interest on outstanding accounts receivable.

#### **Property and Depreciation**

Acquisitions of buildings, equipment, and improvements in excess of \$5,000 and all expenditures for repairs, maintenance, and betterments that materially prolong the useful lives of assets are capitalized. Buildings, equipment, and improvements are stated at cost less accumulated depreciation. Depreciation is provided using the straight-line method over the estimated useful lives of the related assets. Depreciation expense related to assets used solely by an individual program is charged directly to the related program. Depreciation expense for assets used by more than one program is charged to the program based upon a square footage or other similar allocation.



Depreciation expense related to administrative assets is included in the indirect cost pool and charged to the programs in accordance with the indirect cost plan. Maintenance and repairs that do not materially prolong the useful lives of assets are charged to expense as incurred.

Estimated useful lives are as follows:

Buildings and improvements	20 to 40 years
Vehicles	5 to 8.5 years
Furniture and equipment	5 to 15 years

#### **Client Rents and HUD Rent Subsidy**

Cornerstone Housing North, Inc.'s rents are approved on an annual basis by the Department of Housing and Urban Development. Rental increases are prohibited without such approval. The clients are charged rent equal to 30% of their income less adjustments allowed by the Department of Housing and Urban Development. Rent subsidies are received from the Department of Housing and Urban Development for the difference between the allowed rents and the amounts received from the clients.

#### **Refundable Advances**

Grants received in advance are recorded as refundable advances and recognized as revenue in the period in which the related services or expenditures are performed or incurred. Funds received in advance of grantor conditions being met aggregated \$233,329 and \$191,343 as of June 30, 2016 and 2015, respectively.

#### **Nonprofit tax status**

The Organization is a *not-for-profit* Section 501(c)(3) organization in accordance with the Internal Revenue Code. It has been classified as an Organization that is not a private foundation under the Internal Revenue Code and qualifies for a charitable contribution deduction for individual donors. The Organization files information returns in the United States. The Organization is no longer subject to examinations by tax authorities for years prior to 2012.

The Organization follows FASB ASC, *Accounting for Uncertainty in Income Taxes*, which clarifies the accounting for uncertainty in income taxes and prescribes a recognition threshold and measurement attribute for financial statement recognition and measurement of tax positions taken or expected to be taken in a tax return. The Organization does not believe they have taken uncertain tax positions, therefore, a liability for income taxes associated with uncertain tax positions has not been recognized.

The Organization's Federal Form 990 (Return of Organization Exempt from Income Tax), is subject to examination by the IRS, generally for three years after it is filed.

Cornerstone Housing North, Inc. is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. The Internal Revenue Service has determined the Organization to be other than a private foundation within the meaning of Section 509(a).

### **Retirement plan**

The Organization maintains a tax sheltered annuity plan under the provisions of Section 403(b) of the Internal Revenue Code. All employees are eligible to contribute to the plan beginning on the date they are employed. Each employee may elect salary reduction agreement contributions in accordance with limits allowed in the Internal Revenue Code. Employer contributions are at the Organization's annual discretion. In January 2013, employer contribution payments ceased, therefore as of June 30, 2016 and 2015, there were no discretionary contributions recorded. Subsequent to year end, the discretionary contributions were reinstated by the Organization. Further information can be obtained from the Organization's 403(b) audited financial statements.

### **Donated services and goods**

Contributions of donated services that create or enhance non-financial assets or that require specialized skills and would typically need to be purchased if not provided by donation are recorded at their fair values in the period received.

Contributed noncash assets are recorded at fair value at the date of donation. If donors stipulate how long the assets must be used, the contributions are recorded as restricted support. In the absence of such stipulations, contributions of noncash assets are recorded as unrestricted support.

### **Donated property and equipment**

Donations of property and equipment are recorded as support at their estimated fair value at the date of donation. Such donations are reported as unrestricted support unless the donor has restricted the donated asset to a specific purpose. Assets donated with explicit restrictions regarding their use and contributions of cash that must be used to acquire property and equipment are reported as restricted support. Absent donor stipulations regarding how long those donated assets must be maintained, the Organization reports expirations of donor restrictions when the donated or acquired assets are placed in service as instructed by the donor. The Organization reclassifies temporarily restricted net assets to unrestricted net assets at that time.

### **Promises to Give**

Conditional promises to give are not recognized in the financial statements until the conditions are substantially met. Unconditional promises to give that are expected to be collected within one year are recorded at the net realizable value. Unconditional promises to give that are expected to be collected in more than one year are recorded at fair value, which is measured as the present value of their future cash flows. The discounts on those amounts are computed using risk-adjusted interest rates applicable to the years in which the promises are received. Amortization of the discounts is included in contribution revenue. In the absence of donor stipulations to the contrary, promises with payments due in future periods are restricted to use after the due date. Promises that remain uncollected more than one year after their due dates are written off unless the donors indicate that payment is merely postponed. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets.

As of June 30, 2016 and 2015, there were promises to give that were absent of donor stipulations, but restricted in regards to timing, and therefore classified as temporarily restricted in the amount of \$229,419 and \$247,754, respectively. This amount was included in grants and contracts on the Consolidated Statement of Activities.

### **Use of estimates**

The presentation of financial statements in conformity accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Accordingly, actual results could differ from those estimates.

### **Fair Value of Financial Instruments**

Accounting Standards Codification No. 825 (ASC 825), *Disclosures of Fair Value of Financial Instruments*, requires the Organization to disclose fair values of its financial instruments. The carrying amount of the Organization's financial instruments which consists of cash, accounts receivable, deposits and accounts payable, approximate fair value because of the short term maturity of those instruments.

### **Functional allocation of expenses**

The costs of providing the various programs and other activities have been summarized on a functional basis in the statement of activities. Accordingly, certain costs have been allocated among the program services and supporting activities benefited.

**Program salaries and related expenses** are allocated to the various programs and supporting services based on actual or estimated time employees spend on each function as reported on a timesheet.

**Workers Compensation expenses** are charged to each program based upon the classification of the each employee and allocated to the various program based upon the time employees spend on each function as noted above.

**Paid Leave** is charged to a leave pool and is allocated to each program as a percentage of total salaries.

**Fringe Benefits** are charged to a Fringe Benefit Pool. These expenses include employer payroll taxes, pension expenses, health and dental insurance and unemployment compensation. The pool is allocated to each program based upon a percentage of salaries.

**Depreciation expense** is allocated to each program based upon specific assets used by the program and is reported as depreciation expense on the statements of functional expenses.

**Other Occupancy expenses** are applicable to assets which are used by multiple programs. Buildings are primarily charged to the benefiting program based upon an analysis of square footage. Costs related to a building include depreciation, insurance, utilities, building maintenance, etc. These costs are reported as space costs on the statements of functional expenses.

**Insurance:** automobile insurance is allocated to programs based on vehicle usage; building liability insurance is allocated to programs based on square footage of the buildings; and insurance for furniture and equipment is allocated to programs using the book basis of the insured assets.

**The remaining shared expenses** are charged to an Indirect Cost Pool and are allocated to each program based upon a percentage of program expenses. The expenses include items such as administrative salaries, general liability insurance, administrative travel, professional fees and other expenses which cannot be specifically identified and charged to a program.

The Organization submits an indirect cost rate proposal for the paid leave, fringe benefits and other indirect costs to the U.S. Department of Health and Human Services. The proposal effective for the fiscal year beginning July 1, 2015 received provisional approval and is effective until amended at a rate of 12.5%. Per the agreement with the U.S. Department of Health and Human Services, the Organization's final rate for the year ended June 30, 2015 was 11.5%.

**Advertising policy**

The Organization uses advertising to inform the community about the programs it offers and the availability of services. Advertising is expensed as incurred. The total cost of advertising for the years ended June 30, 2016 and 2015 was \$27,769 and \$18,009, respectively.

**NOTE 2. CASH AND CASH EQUIVALENTS**

Cash and cash equivalents consist of cash on hand, funds on deposit with financial institutions, and investments with original maturities of three months or less. At year end and throughout the year, the Organization's cash balances were deposited with multiple financial institutions. At June 30, 2016, the balances on interest and non-interest bearing accounts were insured by the FDIC up to \$250,000. At June 30, 2016, there was approximately \$864,000 of deposits held in excess of the FDIC limit. Management believes the Organization is not exposed to any significant credit risk on cash and cash equivalents and considers this a normal business risk.

**Cash Restrictions**

The Organization is required to maintain a deposit account with a bank as part of the loan security agreement disclosed at **Note 6**. The required balance in the account is \$52,497 and is restricted from withdrawal except to make payments of debt service or as approved by the US Department of Agriculture.

Amounts withdrawn to make payments of debt service must be replenished with monthly deposits until the maximum required deposit balance is achieved. The balance as of June 30, 2016 and 2015 was \$15,372 and \$11,135, respectively. The Organization was not in compliance with this requirement however, in May 2013, the client began making the required monthly deposits. The Organization has made all of their scheduled deposits for the year ended June 30, 2016. These amounts are included in restricted cash on the Statements of Financial Position.

The Organization is required to maintain a deposit account with another bank as part of a bond issue (see bond payable in **Note 6**). The required balance in the account is \$173,817 and is equal to the interest payments on the bond for a 12 month period. The balance as of June 30, 2016 and 2015 was \$186,908 and \$186,721, respectively, and the Organization was in compliance with this requirement. These amounts are included in restricted cash on the Statements of Financial Position.

The Organization maintains a deposit account on behalf of clients who participate in the Guardianship Services Program. The balance in the account is restricted for use on behalf of these clients and an offsetting liability is reported on the financial statements as other current liabilities. The total current liability related to this restriction at June 30, 2016 and 2015 was \$509,095 and \$276,791, respectively. These amounts are included in other liabilities on the Statements of Financial Position. The total restricted cash within this account at June 30, 2016 and 2015 was \$503,888 and \$271,547, respectively, and is included in the restricted cash balance on the Statements of Financial Position. The Organization was assessed a fee of \$5,244 related to the unauthorized use of these funds in prior years. This amount was still outstanding at June 30, 2016 and 2015; however, subsequent to year end, the final assessed fee of \$5,207 was paid by the Organization.

All cash related to Cornerstone Housing North, Inc. is restricted for certain uses in the Organization under rules and regulations prescribed by the Department of Housing and Urban Development. The total amount restricted at June 30, 2016 and 2015 was \$81,593 and \$70,992, respectively.

### **NOTE 3. INVENTORY**

In 2016 and 2015, inventory included weatherization materials which had been purchased in bulk. These items are valued at the most recent cost. A physical inventory is taken annually. Cost is determined using the first-in, first-out (FIFO) method. Inventory at June 30, 2016 and 2015, consists of weatherization materials totaling \$88,880 and \$116,150, respectively. Inventory related to the Northern Forest Heritage Park was considered to be in poor condition and not saleable and was written off in April 2015. The Northern Forest Heritage Park was sold during the year ended June 30, 2016.

**NOTE 4. ACCRUED EARNED TIME**

For the years ending June 30, 2016 and 2015, employees of the Organization are eligible to accrue vacation for a maximum of 200 hours and 240 hours, respectively. At June 30, 2016 and 2015, the Organization had accrued a liability for future annual leave time that its employees had earned and vested in the amount of \$294,243 and \$332,024, respectively. Subsequent to year end, the Organization reduced the amount that employees were allowed to accrue to 180 hours as of September 30, 2016 and will further reduce that amount to 160 hours effective December 31, 2016.

**NOTE 5. PROPERTY**

Property consists of the following at June 30, 2016:

	<b><u>Capitalized Cost</u></b>	<b><u>Accumulated Depreciation</u></b>	<b><u>Net Book Value</u></b>
Building	\$10,682,236	\$ 3,325,948	\$ 7,356,288
Equipment	2,237,057	1,726,978	510,079
Land	<u>468,767</u>	<u>-</u>	<u>468,767</u>
	<b><u>\$13,388,060</u></b>	<b><u>\$ 5,052,926</u></b>	<b><u>\$ 8,335,134</u></b>

Property consists of the following at June 30, 2015:

	<b><u>Capitalized Cost</u></b>	<b><u>Accumulated Depreciation</u></b>	<b><u>Net Book Value</u></b>
Building	\$10,599,723	\$ 3,018,512	\$ 7,581,211
Equipment	2,176,915	1,570,013	606,902
Land	<u>691,467</u>	<u>-</u>	<u>691,467</u>
	<b><u>\$13,468,105</u></b>	<b><u>\$ 4,588,525</u></b>	<b><u>\$ 8,879,580</u></b>

The Organization has use of computers and equipment which are the property of state and federal agencies under grant agreements. The equipment, whose book value is immaterial to the financial statements, is not included in the Organization's property and equipment totals.

Depreciation expense for the years ended June 30, 2016 and 2015 was \$471,299 and \$482,262, respectively.

The Organization also had building refinancing costs of \$17,730 during the year ended June 30, 2014. Amortization expense and accumulated amortization for the year ended June 30, 2016 was \$887 and \$3,252, respectively. Amortization expense and accumulated amortization for the year ended June 30, 2015 was \$887 and \$2,365, respectively.

**NOTE 6. LONG TERM DEBT**

The long term debt of the Organization as of June 30, 2016 and 2015 consisted of the following:

	<u>2016</u>	<u>2015</u>
Note payable with the USDA requiring 360 monthly installments of \$1,496, including interest at 4.5% per annum. Secured by the general business assets. Final installment due June 2024.	\$ 120,899	\$ 133,110
Note payable with the USDA requiring 360 monthly installments of \$1,664, including interest at 5% per annum. Secured by general business assets. Final installment due January 2027.	163,026	174,527
Note payable with the USDA requiring 360 monthly installments of \$292, including interest at 4.75% per annum. Secured by general business assets. Final installment due April 2030.	31,688	33,651
Note payable with the USDA requiring 360 monthly installments of \$74, including interest at 4.75% per annum. Secured by general business assets. Final installment due June 2029.	8,593	9,061
Note payable with a bank requiring 120 monthly installments of \$475, including interest at 4.25% per annum. Secured by a first mortgage on a business condo. Final installment due December 2015.	-	2,820
Note payable with a bank requiring 120 monthly installments of \$3,033, including interest at 6.75% per annum. Secured by first mortgages on two commercial properties. Final installment due April 2021.	386,831	444,989
Note payable with a bank requiring 60 monthly installments of \$459, including interest at 5% per annum. This note was an unsecured line of credit that was converted to a term loan. Final installment due April 2021. See <b>Note 8</b> .	23,585	-

Note payable to a related party, interest accrues at 10% per annum, no monthly installments, full principal amount plus interest is due August 2012, informally extended. This note was paid off in April 2016.	-	12,578
Note payable to a non-profit organization (related party), interest accrues at 5% per annum, with monthly installments of \$3,400. Full principal plus interest due during the Organization's fiscal year end 2013, informally extended through September 2018.	84,563	120,147
Note payable to a financing company requiring 72 monthly installments of \$312, including interest at 5.49% per annum. Secured by the Organization's vehicle. Final installment due August 2021.	16,832	-
Note payable to a financing company requiring 72 monthly installments of \$313, including interest at 5.54% per annum. Secured by the Organization's vehicle. Final installment due July 2021.	16,628	-
Note payable to a financing company requiring 60 monthly installments of \$143, including interest at 5.99% per annum. Secured by the Organization's vehicle. Final installment due November 2020.	6,666	-
Note payable with a bank requiring 18 monthly installments of \$4,518, including interest at 4.16% per annum. Secured by second mortgage on commercial property. Final balloon payment due December 2018.	440,653	462,878
Bond payable with a bank requiring monthly installments of \$14,485 (previously \$15,260 prior to the renewal in March 2016), including interest of 2.75% plus the bank's internal cost of funds multiplied by 67% with an indicative rate as of March 2016 of 3.29%. Prior to the renewal there was a swap agreement in place with a fixed rate of 3.85%, adjusted by the difference between the fixed amount and a rate of interest equal to 69% of the sum of the 1 month LIBOR rate plus 3.25% (when the Organization's debt service coverage ratio was 1.10) or 3% (when the Organization's debt service coverage ratio was 1.20). Secured by first commercial real estate mortgage on various properties and assignments of rents at various properties. Final installment due August 2040.	2,896,533	2,948,780



Cornerstone Housing North, Inc. capital advance due to the Department of Housing and Urban Development. This capital advance is not subject to interest or principle amortization and will be forgiven after 40 years, or on August 1, 2047.	1,617,600	1,617,600
Cornerstone Housing North, Inc. mortgage payable due to New Hampshire Housing Finance Authority. The mortgage is not subject to interest or principle amortization. Payments are deferred for 40 years.	<u>250,000</u>	<u>250,000</u>
	6,064,097	6,210,141
Less current portion due within one year	<u>(197,181)</u>	<u>(271,685)</u>
	<u>\$ 5,866,916</u>	<u>\$ 5,938,456</u>

The scheduled maturities of long term debt as of June 30, 2016 were as follows:

<b>Years ending June 30</b>	<b>Amount</b>
2017	\$ 197,181
2018	598,108
2019	155,080
2020	153,089
2021	443,142
Thereafter	<u>4,517,497</u>
	<u>\$ 6,064,097</u>

As described at **Note 2**, the Organization is required to maintain a reserve account with a bank for the first six notes payable listed above. In May 2013, the Organization began making monthly deposits to the reserve account, but had not yet accumulated the required balance. Failure to meet this requirement may be construed by the Government to constitute default; however, the awarding agency is aware of this issue and has not made a request for advanced payment. The balance in this account as of June 30, 2016 and 2015 was \$15,372 and \$11,135, respectively.

#### **NOTE 7. CAPITAL LEASE OBLIGATIONS**

During the year ended June 30, 2016, the Company leased a phone system and a copier under the terms of capital leases expiring in November 2020 and March 2021, respectively. The assets and liabilities under the capital leases are recorded at the lower of the present value of the minimum lease payments or the fair value of the assets. The assets are depreciated over their estimated lives.

The obligations included in capital leases at June 30, 2016, consist of the following:

Lease payable to a financing company with monthly installments of \$208 for principal and interest at 9.5% per annum. The lease is secured by the phone system and will mature in November 2020.	\$ 8,823
Lease payable to a financing company with monthly installments of \$122 for principal and interest at 8.841% per annum. The lease is secured by the copier and will mature in March 2021.	<u>5,651</u>
	14,474
Less current portion	<u>(2,718)</u>
	<u>\$ 11,756</u>

The scheduled maturities of capital lease obligations as of June 30, 2016 were as follows:

<u>Years ending June 30</u>	<u>Amount</u>
2017	\$ 2,718
2018	2,981
2019	3,269
2020	3,584
2021	<u>1,922</u>
	<u>\$ 14,474</u>

**NOTE 8. DEMAND NOTE PAYABLE**

The Organization has available a \$750,000 line of credit with TD Bank which was secured with real estate mortgages and assignments of leases and rents on various properties as disclosed in the line of credit agreement. Borrowings under the line bear interest at 4.50% from December 17, 2015 through June 30, 2016 (previously at 4.25% from July 1, 2014 through December 16, 2015), and totaled \$600,000 and \$400,000 at June 30, 2016 and 2015, respectively. The line is subject to renewal each January.

The Organization was issued an unsecured revolving line of credit in 2014 with the New Hampshire Department of Administration Services. On June 30, 2016 and 2015, the outstanding debt totaled \$263,867 and \$256,698, respectively, which included accrued interest of \$13,867 and \$5,860, respectively.

The Organization had available a \$25,000 line of credit with Bank of New Hampshire which was secured with all business assets of the Northern Forest Heritage Park. Borrowings under the line bared interest at 4.25% per annum. The Northern Forest Heritage Park was sold during the year ended June 30, 2016, at which time the line of credit was paid off in full. The balance at June 30, 2015, was \$15,509.

The Organization had available a \$45,000 unsecured line of credit with Northway Bank. Borrowings under the line bared interest at 6.50% per annum, and totaled \$28,045 at June 30, 2015. The line of credit was converted to a term loan during the year ended June 30, 2016, see **Note 6**.

**NOTE 9. LEASES**

**Operating Leases**

The Organization has entered into numerous lease commitments for space. Leases under non-cancelable lease agreements have various starting dates, lengths, and terms of payment and renewal. Additionally, the Organization has several facilities which are leased on a month to month basis. For the years ended June 30, 2016 and 2015, the annual rent expense for leased facilities was \$158,499 and \$180,867, respectively.

Minimum future rental payments under non-cancelable operating leases having initial terms in excess of one year as of June 30, 2016, are as follows:

<b><u>Years ending June 30</u></b>	<b><u>Amount</u></b>
2017	\$ 129,830
2018	63,388
2019	62,212
2020	34,974
2021	31,144
Thereafter	<u>215,882</u>
	<u>\$ 537,430</u>

**NOTE 10. IN-KIND CONTRIBUTIONS**

The Organization records the value of in-kind contributions according to the accounting policy described in **Note 1**. The Head Start, Transportation and Elder Programs rely heavily on volunteers who donate their services to the Organization. These services are valued based upon the comparative market wage for similar paid positions.

The Organization is also the beneficiary of a donation of in kind in the form of below market rent for some of the facilities utilized by the Head Start and Elder Programs.

The value of the in-kind rent is recorded at the difference between the rental payment and the market rate for the property based upon a recent appraisal.

Many other individuals have donated significant amounts of time to the activities of the Organization. The financial statements do not reflect any value for these donated services since there is no reliable basis for making a reasonable determination.

**NOTE 11. CONCENTRATION OF RISK**

Tri-County Community Action Program, Inc. receives a majority of its support from federal and state governments. For the years ended June 30, 2016 and 2015, approximately \$12,200,000 (72%) and \$12,900,000 (73%), respectively, of the Organization's total revenue was received from federal and state governments. If a significant reduction in the level of support were to occur, it would have a significant effect on the Organization's programs and activities.

Cornerstone Housing North, Inc. receives a large majority of its support from the U.S. Department of Housing and Urban Development. For the years ended June 30, 2016 and 2015 approximately 66% and 69%, respectively, of the Organizations total revenue was derived from the U.S. Department of Housing and Urban Development. In the absence of additional revenue sources, the future existence of Cornerstone Housing North, Inc. is dependent upon the funding policies of the U.S. Department of Housing and Urban Development.

The majority of Cornerstone Housing North, Inc.'s assets are apartment projects, for which operations are concentrated in the elderly person's real estate market. In addition, the Organization operates in a regulated environment. The operation of the Organization is subject to administrative directives, rules and regulations of federal, state and local regulatory agencies, including, but not limited to, HUD. Such administrative directives, rules and regulations are subject to change by an act of Congress or an administrative change mandated by HUD. Such changes may occur with little notice or inadequate funding to pay for the related cost, including the administrative burden, to comply with the change.

**NOTE 12. TEMPORARILY RESTRICTED NET ASSETS**

Temporarily restricted net assets are available for the following specific program services as of June 30, 2016 and 2015:

	<u>2016</u>	<u>2015</u>
NH Charitable Foundation Grant, Mt. Jasper	\$ 32,653	\$ 32,653
Berlin Area Renewable Energy Initiative	-	7,281
RSVP Program Funds	13,637	7,112
10 Bricks Shelter Funds	135,257	122,252
Service Link	19,135	-
Donations to Mahoosuc Trail	6,842	6,842
Carroll County Transit Program	682	-
Coos County Transit Program	586	-
Senior Meals	53,381	-
Community Contact	-	15,040
Donations to Maple Fund	1,825	1,825
EAP	68,143	-
FAP/EAP	12,167	38,117
Homeless Programs	43,277	47,677
Temporary Municipal Funding	229,419	247,754
Head Start	875	-
Julien Fund (AOD)	775	575
Angelias Fund (AOD)	235	235
Loan Programs	37,427	36,291
Private Funding for Alcohol and Other Drug Program	-	50,000
L. CHIP – Brown Co. House	22,314	19,443
Restricted Buildings	<u>99,313</u>	<u>112,813</u>
Total temporarily restricted net assets	<u>\$ 777,943</u>	<u>\$ 745,910</u>

**NOTE 13. COMMITMENTS AND CONTINGENCIES****Grant Compliance**

The Organization received funds under several federal and state grants. Under the terms of the grants the Organization is required to comply with various stipulations including use and time restrictions. If the Organization was found to be noncompliant with the provisions of the grant agreements, the Organization could be liable to the grantor or face discontinuation of funding.

**Environmental Contingencies**

On March 30, 2009, the Organization's Board of Directors agreed to secure ownership of a 1.2-acre site located in Berlin, New Hampshire. There are 2 buildings on this site designated as the East Wing and West Wing Buildings which were formerly used as a research and development facility for the Berlin Mills Company.

The exterior soil and interior parts of the East Wing Building contained contaminants which required environmental remediation. In a letter dated May 2, 2012, the State of New Hampshire Department of Environment Services (the Department) noted that the remedial actions for the exterior soils and parts of the East Wing Building had been completed to the Department's satisfaction.

In addition, the Department noted that the contaminants related to the West Wing Building did not pose an exposure hazard to site occupants, area residents, and the environment provided the West Wing Building is maintained to prevent further structural deterioration. If further deterioration occurs and contaminants are released into the environment, the Organization could be required to take additional action including containment and remediation.

**NOTE 14. RELATED PARTY TRANSACTIONS**

As disclosed in **Note 6**, the Organization has a loan payable to the wife of the former Chief Executive Officer, which was paid off as of June 30, 2016. Also in **Note 6**, the Organization has a loan payable to a non-profit organization which also provides pass-through state and federal funding for some of the Organization's programs. See **Note 6** for terms of the note payables. Total notes payable to related parties for the years ended June 30, 2016 and 2015 was \$84,563 and \$132,725, respectively.

**NOTE 15. RESIDUAL RECEIPTS ACCOUNT**

Cornerstone Housing North, Inc.'s use of the residual receipts account is contingent upon HUD's prior written approval. During the year ended June 30, 2016, Cornerstone Housing North, Inc. was required to return to HUD the balance in the residual receipts account in excess of \$250 per unit. This resulted in a refund to HUD of \$1,184. This was recorded as a miscellaneous financial expense on the Statements of Activities during the year ended June 30, 2016.

**NOTE 16. PRIOR PERIOD ADJUSTMENT**

The beginning net assets for the year ended June 30, 2015, for Cornerstone Housing North, Inc. have been restated to correct an error. In the previously issued financial statements, salaries were allocated for the Chief Finance Officer and Chief Executive Officer of Tri-County Community Action Program, Inc., without prior written approval from HUD. HUD ultimately disallowed the expense. Tri-County Community Action Program, Inc. paid these funds back to Cornerstone Housing North, Inc. in the current year. Correction of this error increased the net assets for Cornerstone Housing North, Inc. by \$4,479 at June 30, 2015 and reduced the net assets of Tri-County Community Action Program, Inc. by \$4,479 at June 30, 2015; therefore, these amounts netted to zero on the Statements of Financial Position and Statements of Activities.

**NOTE 17. RECLASSIFICATION**

Certain amounts and accounts from the prior year consolidated financial statements have been reclassified to enhance the comparability with the presentation for the current year.

**NOTE 18. SUBSEQUENT EVENTS**

Subsequent events are events or transactions that occur after the statement of financial position date, but before financial statements are available to be issued. Recognized subsequent events are events or transactions that provide additional evidence about conditions that existed at the statement of financial position date, including the estimates inherent in the process of preparing financial statements. Non-recognized subsequent events are events that provide evidence about conditions that did not exist at the statement of financial position date, but arose after that date. Management has evaluated subsequent events through November 16, 2016, the date the financial statements were available to be issued.

**TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.**

**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS  
FOR THE YEAR ENDED JUNE 30, 2016**

FEDERAL GRANTOR/ PASS-THROUGH GRANTOR/PROGRAM TITLE	FEDERAL CFDA NUMBER	PASS-THROUGH GRANTOR'S NAME	DIRECT IDENTIFYING NUMBER	PASS-THROUGH GRANTOR'S NUMBER	FEDERAL EXPENDITURES
<b>U.S. Department of Health and Human Services</b>					
Head Start	93.600		01CH10000-01-00		1,160,344
Head Start	93.600		01CH10000-02-00		852,034
Low-income Home Energy Assistance	93.568	State of New Hampshire Office of Energy and Planning		G-15B1NHLIEA	205,091
Low-income Home Energy Assistance	93.568	State of New Hampshire Office of Energy and Planning		G-16B1NHLIEA	4,777,940
Special Programs for the Aging - Title III, Part B - Grants for Supportive Services and Senior Centers (SEAS)	93.044	State of New Hampshire Office of Energy and Planning		15AANKTSP	10,412
Community Services Block Grant	93.569	State of New Hampshire Department of Health and Human Services		102-500731	647,509
Temporary Assistance for Needy Families (NHEP Workplace Success)	93.558	Southern New Hampshire Services, Inc.		13-DHHS-BWW-CSP-02	279,641
Temporary Assistance for Needy Families (JARC)	93.558	State of New Hampshire Department of Health and Human Services		102-500731	24,800
Centers for Disease Control and Prevention (Oral Health Program)	93.758	State of New Hampshire Department of Health and Human Services		90072003	10,260
Special Programs for the Aging - Title III, Part D - Disease Prevention and Health Promotion Services (Sr Oral Health)	93.043	State of New Hampshire Department of Health and Human Services		102-500731	2,202
Special Programs for the Aging - Title III, Part C - Nutrition Services (HD Meals)	93.045	State of New Hampshire Department of Health and Human Services		541-500383	68,142
National Family Caregiver Support (Family Caregiver)	93.052	State of New Hampshire Department of Health and Human Services		UNKNOWN	19,754
Special Programs for the Aging - Title III, Part B - Grants for Supportive Services and Senior Centers (Sr Wheels)	93.044	State of New Hampshire Department of Health and Human Services		512-500352	44,158
Medical Assistance Program (Options Counseling and I&R #7)	93.778	State of New Hampshire Department of Health and Human Services		102-500734	43,952
Medical Assistance Program (Transportation)	93.778	State of New Hampshire Department of Health and Human Services		UNKNOWN	198,353
Medical Assistance Program (Vet's ASK)	93.778	Easter Seals New Hampshire		UNKNOWN	14,608
Nutrition Services Incentive Program (NSIP)	93.053	State of New Hampshire Department of Health and Human Services		UNKNOWN	91,879
Social Services Block Grant (Title XX I&R)	93.667	State of New Hampshire Department of Health and Human Services		UNKNOWN	3,407
Social Services Block Grant	93.667	State of New Hampshire Department of Health and Human Services		544-500386	164,777
Social Services Block Grant (Title XX HD miles)	93.667	State of New Hampshire Department of Health and Human Services		541-500383	4,520
Special Programs for the Aging - Title III, Part C - Nutrition Services (Congregate Meals)	93.045	State of New Hampshire Department of Health and Human Services		541-500383	84,096
Affordable Care Act - Aging and Disability Resource Center (Options Counseling)	93.517	State of New Hampshire Department of Health and Human Services		UNKNOWN	9,300
Centers for Medicare and Medicaid Services (SHIP)	93.324	State of New Hampshire Department of Health and Human Services		UNKNOWN	9,753
Special Programs for the Aging - Title IV and Title II - Discretionary Projects (SMPP)	93.048	State of New Hampshire Department of Health and Human Services		UNKNOWN	12,643
Special Programs for the Aging - Title IV and Title II - Discretionary Projects (SMPP Capacity Building)	93.048	Belknap-Merrimack Community Action Partnership		UNKNOWN	1,800
Administration for Community Living - Medicare Enrollment Assistance Program (MIPPA)	93.071	State of New Hampshire Department of Health and Human Services		UNKNOWN	25,656
Centers for Medicare and Medicaid Services (Marketplace Assister Services)	93.525	Lakes Region Partnership for Public Health		UNKNOWN	23,618
Administration for Children and Families, Promoting Safe & Stable Families	93.556 & 93.592	State of New Hampshire Coalition against Domestic and Sexual Violence		UNKNOWN	48,299
Center for Disease Control and Prevention (SVP)	93.136 & 93.758	State of New Hampshire Coalition against Domestic and Sexual Violence		UNKNOWN	5,036
Block Grants for Prevention and Treatment of Substance Abuse	93.959	State of New Hampshire Division of Public Health Services		05-95-49-491510	232,455
Projects for Assistance in Transition from Homelessness (PATH)	93.150	State of New Hampshire Bureau of Homelessness and Housing		500731-102	79,829
Total U.S. Department of Health and Human Services					9,158,268
<b>U.S. Department of Energy</b>					
Weatherization Assistance for Low-income Persons	81.042	State of New Hampshire Governor's Office of Energy & Community Services		EE0006169	186,677
Total U.S. Department of Energy					186,677
<b>U.S. Corporation for National and Community Service</b>					
Retired and Senior Volunteer Program	94.002		13SRANH001		56,453
Retired and Senior Volunteer Program	94.002		16RANH001		18,070
Total U.S. Corporation for National and Community Service					74,523
<b>U.S. Department of Agriculture</b>					
Supplemental Nutrition Assistance Program (food stamps)	10.551		UNKNOWN		5,367
Child and Adult Care Food Program	10.558	State of New Hampshire Department of Education		UNKNOWN	133,046
Total U.S. Department of Agriculture					138,413
<b>U.S. Department of Homeland Security</b>					
Emergency Management Performance Grants (FEMA)	97.042		592200-001		13,333
Total U.S. Department of Homeland Security					13,333
<b>U.S. Department of Justice</b>					
Grants to Encourage Arrest Program (GTEAP)	16.590	State of New Hampshire Coalition against Domestic and Sexual Violence		2014-WE-AX-0036	3,585
Crime Victim Assistance (VOCA)	16.575	State of New Hampshire Coalition against Domestic and Sexual Violence		UNKNOWN	77,396
Sexual Assault Services Formula Program (SASP)	16.017	State of New Hampshire Coalition against Domestic and Sexual Violence		2014-KF-AX-0012	9,331
Total U.S. Department of Justice					90,312



**TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.**  
**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS**  
**FOR THE YEAR ENDED JUNE 30, 2016**

FEDERAL GRANTOR/ PASS-THROUGH GRANTOR/PROGRAM TITLE	FEDERAL CFDA NUMBER	PASS-THROUGH GRANTOR'S NAME	DIRECT IDENTIFYING NUMBER	PASS-THROUGH GRANTOR'S NUMBER	FEDERAL EXPENDITURES
<b>U.S. Department of Transportation</b>					
Formula Grants for Rural Areas (Section 5311)	20.509	State of New Hampshire Department of Transportation		NH-18-X046	372,323
Enhanced Mobility of Seniors and Individuals with Disabilities (Section 5310)	20.513	State of New Hampshire Department of Transportation		NH-16-X042	800
Buses and Bus-Related Facilities Program (Section 5339)	20.526	State of New Hampshire Department of Transportation		NH-34-0001	1,214
Enhanced Mobility of Seniors and Individuals with Disabilities	20.513	State of New Hampshire Department of Transportation		NH-65-X004	37,325
Enhanced Mobility of Seniors and Individuals with Disabilities (S310 POS, NCC)	20.513	State of New Hampshire Department of Transportation		NH-16-X043	25,062
Total U.S. Department of Transportation					<u>436,724</u>
<b>U.S. Department of Housing and Urban Development</b>					
Emergency Solutions Grant Program	14.231	State of New Hampshire Department of Health and Human Services		102-500731	79,011
Continuum of Care Program (HOIP)	14.267	State of New Hampshire Department of Health and Human Services		NH0012L1T001407	130,821
Community Development Block Grant	14.228	City of Berlin (NH Community Development Finance Authority)		UNKNOWN	405,137
Total U.S. Department of Housing and Urban Development					<u>614,969</u>
<b>U.S. Department of Labor</b>					
WIA/WIOA Adult Program	17.258	Southern New Hampshire Services, Inc.		2015-0004	38,657
WIA/WIOA Dislocated Worker Formula Grants	17.278	Southern New Hampshire Services, Inc.		2015-0004	43,113
Total U.S. Department of Labor					<u>81,770</u>
<b>TOTAL EXPENDITURES OF FEDERAL AWARDS</b>					<b>\$ 10,794,989</b>

**NOTE A - BASIS OF PRESENTATION**

The accompanying schedule of expenditures of Federal Awards (the Schedule) includes the federal grant activity of Tri-County Community Action Program, Inc. under programs of the federal government for the year ended June 30, 2016. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of Tri-County Community Action Program, Inc., it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Organization.

**NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Pass-through entity identifying numbers are presented where available.

**NOTE C - INDIRECT RATE**

Tri-County Community Action Program, Inc. has elected to not use the 10-percent de minimis indirect cost rate allowed under the Uniform Guidance.

**TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.**

**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL  
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON  
AN AUDIT OF FINANCIAL STATEMENTS PERFORMED  
IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

To the Board of Directors of  
Tri-County Community Action Program, Inc.  
Berlin, New Hampshire

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Tri-County Community Action Program, Inc. (a nonprofit organization), which comprise the statement of financial position as of June 30, 2016, and the related statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated November 16, 2016.

**Internal Control Over Financial Reporting**

In planning and performing our audit of the consolidated financial statements, we considered Tri-County Community Action Program Inc.'s internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the consolidated financial statements, but not for the purpose of expressing an opinion on the effectiveness of Tri-County Community Action Program Inc.'s internal control. Accordingly, we do not express an opinion on the effectiveness of Tri-County Community Action Program Inc.'s internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

## Compliance and Other Matters

As part of obtaining reasonable assurance about whether Tri-County Community Action Program Inc.'s financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of consolidated financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

## Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

*Leone, McDonnell + Roberts*  
*Professional Association*

November 16, 2016  
North Conway, New Hampshire

**TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.**

**INDEPENDENT AUDITORS' REPORT ON COMPLIANCE  
FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL  
OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE**

To the Board of Directors of  
Tri-County Community Action Program, Inc.  
Berlin, New Hampshire

**Report on Compliance for Each Major Federal Program**

We have audited Tri-County Community Action Program Inc.'s compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of Tri-County Community Action Program Inc.'s major federal programs for the year ended June 30, 2016. Tri-County Community Action Program Inc.'s major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

***Management's Responsibility***

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal programs.

***Auditors' Responsibility***

Our responsibility is to express an opinion on compliance for each of Tri-County Community Action Program Inc.'s major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Tri-County Community Action Program Inc.'s compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Tri-County Community Action Program Inc.'s compliance.

***Opinion on Each Major Federal Program***

In our opinion, Tri-County Community Action Program, Inc. complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2016.

## Report on Internal Control over Compliance

Management of Tri-County Community Action Program, Inc. is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Tri-County Community Action Program Inc.'s internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Tri-County Community Action Program, Inc.'s internal control over compliance.

*A deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

*Leone, McDonnell + Roberts*  
*Professional Association*

November 16, 2016  
North Conway, New Hampshire

**TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.**

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS  
FOR THE YEAR ENDED JUNE 30, 2016**

1. The auditors' report expresses an unmodified opinion on the financial statements of Tri-County Community Action Program, Inc.
2. No significant deficiencies relating to the audit of the financial statements are reported in the *Independent Auditors' Report on Internal Control over Financial Reporting and on Compliance and other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards*.
3. No instances of noncompliance material to the financial statements of Tri-County Community Action Program, Inc. which would be required to be reported in accordance with *Government Auditing Standards*, were disclosed during the audit.
4. No significant deficiencies in internal control over major federal award programs during the audit are reported in the *Independent Auditors' Report on Compliance for Each Major Program and on Internal Control over Compliance in Accordance with the Uniform Guidance*.
5. The auditors' report on compliance for the major federal award programs for Tri-County Community Action Program, Inc. expresses an unmodified opinion on all major programs.
6. No audit findings that are required to be reported in accordance with 2 CFR 200.516(a) are reported in this Schedule.
7. The programs tested as major programs included:
  - U.S. Dept. of Health & Human Services, Heat Start – CFDA #93.600
  - U.S. Dept. of Housing & Urban Development, Community Development Block Grant – CFDA #14.228
  - U.S. Dept. of Health & Human Services, Community Services Block Grant – CFDA #93.569
8. The threshold for distinguishing Type A and B programs was \$750,000.
9. Tri-County Community Action Program, Inc. was determined to be a low-risk auditee.

**FINDINGS - FINANCIAL STATEMENTS AUDIT**

None

**FINDINGS AND QUESTIONED COSTS - MAJOR FEDERAL AWARD PROGRAMS AUDIT**

None



# COMMUNITY ACTION

TRI-COUNTY CAP

30 Exchange Street, Berlin, New Hampshire 03570

p: 603 752-7001 f: 603 752 7607

[www.tccap.org](http://www.tccap.org)

CEO: Robert G. Boschen, Jr.

COO: Jeanne L. Robillard

FD/Interim CFO: Randall S. Pilotte

## BOARD OF DIRECTORS FY2017

### COÖS COUNTY

Board Chair  
Sandy Alonzo

Treasurer  
Cathy Conway

Secretary  
Gary Coulombe

### CARROLL COUNTY

Anne Barber

Michael Dewar

Vice Chair  
Dino Scala

Karolina Brzozowska

### GRAFTON COUNTY

Linda Massimilla

Tricia Garrison

Rich McLeod

Serving Coös, Carroll & Grafton Counties

Administration  
603-752-7001

Weatherization  
603-326-6626

Community Contact  
603-752-3248

Energy Programs  
603-752-7100

AoD  
603-752-7941

Transit  
603-752-1741

R.S.V.P.  
603-752-4103

Elder Programs  
603-752-3010

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**WORK EXPERIENCE**

**Tri-County Community Action Program**

**Berlin, New Hampshire**

**Chief Executive Officer**

**April 2016 – Present**

- Responsible for the strategic and day to day operations for a \$20 million agency. 280+ employees

**Chief Operating/Chief Financial Officer**

**March 2015 – April 2016**

- Responsible for assisting with the strategic and day to day operations and fully responsible for the financial operations, information technology, human resources and facilities management.

**Chief Financial Officer**

**June 2014 – March 2015**

- Responsible for financial operations and facilities management..

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**Town of Falmouth**

**Falmouth, Maine**

**Director of Finance**

**August 2011 – May 2014**

- Responsible for financial operations and reporting related to the \$11 million budget for the Town – population 11,165  
Responsible for the accounts payable for the combined Town/School budget of \$42 million and investments of \$30 million.

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**City of Waterville**

**Waterville, Maine**

**Director of Finance/Treasurer**

**October 2006 – August 2011**

- Responsible for financial operations and reporting related to the \$16 million budget for the City – population 15,600 - a service center that expands to roughly 40,000 during the work day. Responsible for the accounts payable and payroll for the combined City/School budget of \$36 million.

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**State of Maine, Department of Health and Human Services (DHHS), Augusta, Maine Nov 2003 - Oct 2006**

*Director of Finance for the Office of Medical Services (Medicaid)*

*Aug 2005 – Oct 2006*

*Director of Finance & Reimbursement for Bureau of Medical Services (Medicaid)*

*Nov 2003 – Jul 2005*

- Responsible for financial operations, strategies and tactics for the over \$2.3 billion budget for the MaineCare (Medicaid) and related Medicare budget. This consisted of approximately 25% to 30% of the State of Maine's budget and insures over 20% of the State of Maine's population.

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**M&H Logging and Construction**

**Rangley, Maine**

**Controller**

**September 2001 – November 2003**

- Responsible for the financials, human resources, and office operations (including information technology) for a construction business and its related entities including a logging corporation and a land enterprise.

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**Franklin Community Health Network**

**Farmington, Maine**

**Controller**

**October 1997 – September 2001**

- Reported directly to CFO for this rural health network that had about \$63 million in revenues.

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**Aetna, Inc. and Aetna Life and Casualty**

**September 1991- July 1997**

*Aetna, Inc. - Aetna/US Healthcare - Midwest Region*

*Chicago, Illinois*

*Director Planning and Budgeting*

*September 1996 - July 1997*

- Responsible for operating plans, membership reporting and budget for the Midwest region (one of six and the largest). \$52 million in operating expenses. \$1.4 billion revenue. \$375 million projected profit.

*Aetna Life & Casualty Company - Pharmacy - Finance Department*

*Middletown, Connecticut*

*Director/CFO - Finance*

*February 1994 - September 1996*

- Complete responsibility for Finance Department. Reported to CEO. Cost center manager duties.
- \$825 million in revenue in 1996. Exceeded \$1.1 billion by 1997. Profits of \$4 million in 1993 expanded to \$32 million for 1996. □ Created 1996 to 1998 strategic plans.

*Aetna Life & Casualty Company - Information Technology*

*Hartford, Connecticut*

*Expense Management Consultant & Account Representative*

*September 1991 - February 1994*

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**United Technologies - Otis Elevator International/Hamilton Standard  
Senior Tax Specialist, Consolidations Accountant & G/L Systems Admin.**

**Connecticut  
February 1988 - September 1991**

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**Kaiser Permanente, Accountant - Medical Group**

**Hartford, Connecticut, Dec 1986 - Feb. 1988**

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**KMG Main Hurdman, Tax Specialist**

**Stamford, Connecticut, March 1986 - Dec 1986**

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**PROFESSIONAL ORGANIZATIONS & EDUCATION**

- Member of Institute of Management Accountants
- The University of Connecticut, Storrs, Connecticut
- The University of Connecticut, Storrs, Connecticut
- Passed the Certified Public Accountant Examination.
- Master of Business Administration
- Bachelor of Science in Business Administration - Finance



# RANDALL S. PILOTTE

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## SUMMARY

Accounting professional with over 26 years of experience, of which 21 years were with a single private manufacturer. 16 years of experience managing accounting professionals. Key competencies include:

Financial Statements	Accounts Payables	Inventory	Fixed Assets
Payroll	Bank Reconciliations	Accounts Receivables	Sales/Use Tax

## EXPERIENCE

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC., Berlin, NH 06/2013-Present

### **Fiscal Director/Interim CFO (2016 – Present)**

#### **Accounting Manager (2015 – 2016)**

- Direct and manage a fiscal staff of 4 and processes associated with the general ledger, payroll, and accounts payable, accounts receivable, cash receipts and fixed assets.
- Prepare and supervise the production of financial statements including Balance Sheet, Revenue and Expense Reports, and Cost Summaries on a monthly and annual basis.
- Maintain proper accounting controls on grants and contributions to ensure accurate revenue reporting and expense tracking to support periodic monitoring's by funders and auditors.
- Ensure all balance sheet, revenue and expense accounts are analyzed and reconciled periodically.
- Collaborate with Division Directors to monitor departmental revenue and expenses versus budget.
- Worked with the CFO to develop real time monthly and annual financial reporting; and implementing departmental goals.
- Prepare audit schedules for external auditors.
- Collaborate with external auditors in completing annual audit in a timely manner.

#### **Accountant (2013-2014)**

ST. PAUL'S UNITED METHODIST CHURCH, Manchester, NH 04/2011-04/2013

#### **Auditor**

Performed annual audit of the church finances for F/Y 2010 through 2012 which included various committees such as Finance, Trustee's, Senior's and Women's Group. Trustee's committee bookkeeper for F/Y 2012. Treasurer of Trustee's committee for F/Y 2007 & 2008. During 2012 & 13 served on newly created "Investment Committee", established and monitored fund performance and was church's point of contact to the investment firm.

KENT NUTRITION GROUP, INC. (f/k/a Blue Seal Feeds, Inc.), Londonderry, NH 03/1989-09/2010

#### **Assistant Controller (2005-2010)**

- Ensured an accurate and timely monthly and year end close, consisting of the preparation of a consolidated and individual financial statements in accordance with GAAP for nine manufacturing plants and 11 retail stores with gross revenues in excess of \$200M. Additional responsibilities included preparing journal entries, account analysis, inventory review and observation, fixed assets, and depreciation.
- Managed, trained, and supervised a staff accountant responsible for ensuring accurate journal entries, inventory reconciliation, tonnage tax returns, bank reconciliations, and assignment of special projects.

- Oversaw all aspects of a proprietary software, multi-state payroll system for 500 employees. Prepared all federal and state payroll tax reports, including quarterly and year-end returns, processing of W2s, and supervision of payroll clerk.
- Interfaced with 18 various banks throughout New England and Mid-Atlantic area used as depositories.
- Prepared multi-state sales/use tax returns and acted as point of contact for audits.
- Pro-actively coached and consulted plant and store management on the annual budget development process.
- Oversaw month-end accruals.
- Assisted and responded to auditors requests on annual audit.
- Filed annual franchise and abandoned property reports with appropriate states.

#### **Accounting Manager (1999-2005)**

Supported the Corporate Controller's initiatives by providing supervision and oversight to the Accounting function. Supervised and trained two accounts payable clerks on Chart of Accounts, Accounts Payable, timely and accurate processing and payment of vendor's invoices, employee travel reimbursements, and standard accounting practices.

#### **Accountant/Payroll Supervisor (1994-1999)**

#### **Accountant (1989-1994)**

NORTHERN TELECOM, INC., Concord, NH

05/1987-03/1989

#### **Associate Results Accountant (1988-1989)**

#### **Accounts Payable (1987-1988)**

### **SPECIAL PROJECTS**

Blue Seal Feeds, Inc. Participant of a 3 person team to improve logistics. The project resulted in:

- Gained approval for the construction of a 3M dollar warehouse expansion.
- Evaluated each product, by mill, products to manufacturer vs. buy internally.

### **VOLUNTEERISM**

Heritage United Way (f/k/a-Londonderry/Derry United Way), Derry NH: 1996 – 2004

- Tri-annual Agency Review Team
- Appropriations Committee

Manchester Red Cross, Manchester NH: 1995 – 1999

### **EDUCATION**

**Bachelor of Science**, Accounting, FRANKLIN PIERCE COLLEGE, Concord, NH

# **Jeanne L. Robillard**

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## **CORE STRENGTHS**

Program development, management and administration ♦ Community collaborations  
Development of policy, protocol, and service delivery to meet funder standards  
Grant writing and management ♦ Budget performance and financial reporting  
Innovative solutions & problem solving ♦ Capacity building  
Professional presentations ♦ Public speaking  
Dedication ♦ Imagination ♦ Determination ♦ Fortitude

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## **PROFESSIONAL EXPERIENCE**

### **Tri-County Community Action Programs, Inc.**

#### **Chief Operating Officer**

#### **Berlin, NH Current Position**

Responsible for the operations of six agency Divisions with 15 individual programs that provide over 60 consumer services across three counties of Northern New Hampshire. Essential duties include; supervision of Division Directors, oversee and monitor program resources, revenues, expenditures and budget performance; tactical oversight of programs to meet or exceed agency defined strategic goals; develop and implement strategies to improve individual programs and overall agency program and fiscal performance; oversee and lead special projects such as the Annual Report, Strategic Plan, Community Needs Assessment process, and work with Senior Management Team to develop new service initiatives. Provide tactical guidance to Division Directors to trouble shoot issues and problems in the daily operations of programs.

### **Tri-County Community Action Programs, Inc.**

#### **Division Director: TCCAP Prevention Services**

#### **Berlin, NH 2015- 2016**

Responsible for four agency programs under the umbrella of TCCAP Prevention Services; oversee division resources, revenues, and expenditures and monitor budget performance; general oversight of programs to meet or exceed agency defined strategic goals; supervise program directors; write grants to support programs, monitor results, and prepare grant reports and financial statements for funders and agency; develop fundraising and marketing strategies for programs; represent program through participation in state and local initiatives relative to program/division goals and service delivery; collaborate with stakeholders and elected officials, including presenting legislative testimony.

### **Tri-County Community Action Programs, Inc.**

#### **Program/Division Director: Support Center at Burch House**

#### **Littleton, New Hampshire 2007- 2015**

Oversee daily operation and supervision of domestic and sexual violence crisis center and residential shelter; write grants to support programs, monitor results, and prepare grant reports and financial statements for funders and parent agency; oversee program resources, revenues and expenditures, and monitor budget performance and progress toward strategic goals; create and direct victim advocacy programs to ensure compliance with grant deliverables and applicable state and federal law; develop fundraising and marketing strategies; participate in state and local collaborations to enhance victim services; represent program in state and federal victim service initiatives, including presentation of legislative testimony; create and present trainings for medical and legal professionals on legal standards and best practices for victim services.

### **Tri-County Community Action Programs, Inc.**

#### **Direct Services/Volunteer Coordinator: Support Center at Burch House**

#### **Littleton, New Hampshire 1997 to 2007**

Provide advocacy and direct service to victims of domestic and sexual violence; supervise court advocacy programs; recruit, train and supervise staff, volunteers, and interns; develop agency systems, policies and protocols; create and present community outreach presentations and campaigns; present school-based violence prevention classes for grades K-12 ; provide on-call coverage of crisis line

**Director: Haverhill Area Juvenile Diversion Program  
Woodsville, New Hampshire 1999-2001**

JL Robillard \* 2

Recruit, train, and supervise volunteer diversion committees; establish community programming for diverted youth; supportive counseling of youth; maintain collaborative relationships between the court system, juvenile service officers, local police departments, and diversion program; prepare and file court reports on diverted youth; community outreach and education

**Counselor/Title I Teacher: Northern Family Institute-Jefferson Shelter  
Jefferson, New Hampshire 1996-1999**

Provide individual supportive counseling to adjudicated youth, facilitate peer support groups, develop and implement treatment plans and case management services to clients, supervise and tutor youth in classroom setting, supervise youth in daily living skills

**Executive Administrative Assistant: North Country United Way  
Littleton, New Hampshire 1993-1996**

Bookkeeper with payroll, develop and facilitate community outreach presentations, fundraising, develop and administer member program services, grant writing, preparation of financial reports for Board of Directors, general administrative support to Executive Director.

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**Education**

**BS in Human Services, Springfield College School of Human Services, Boston, MA**  
Criminal Justice Concentration, *Graduated with 4.0 GPA*

**AS in Drug and Alcohol Rehabilitation Counseling (DARC Program)  
Gateway Community College (formerly Southern Connecticut Community College)  
New Haven, CT**

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**Additional Skills, Professional Leadership and Civic Affiliations**

- ◆ Chairman, Bethlehem Board of Selectmen, Town of Bethlehem Twice Elected 2006-2010
- ◆ Chairman, Arts Alliance of Northern New Hampshire 2000-2003, *Treasurer 1996-1998*
- ◆ Chairman, Haverhill Area Family Violence Council 1998-2003
- ◆ Certified PRIME FOR LIFE Impaired Driver Intervention Program Instructor #NH16199
- ◆ Nationally Certified Results Oriented Management Accountability (ROMA) Implementer
- ◆ Registered Sexual Harassment Prevention Trainer in the State of New Hampshire
- ◆ Board Member, Women's Rural Entrepreneurial Network 2014; *Individual Member 2008-current*
- ◆ Bethlehem Planning Board 2010 - 2016
- ◆ Bethlehem Conservation Commission 2006 - *current*
- ◆ Granite United Way, North Country Cabinet Member 2011-2012
- ◆ TCCAP: Commendation- Division Director Award, 2011
- ◆ Bethlehem Citizen's Advisory Committee on Recycling 2007-2010
- ◆ Licensed Foster Parent, State of NH 2000-2006
- ◆ Small Business Owner : Aurora Energies 2015- *current*
- ◆ Speakeasy Trio Jazz Vocalist/ Sweet Jamm Swing Band Jazz Vocalist 1997- *current*
- ◆ Member, United States Figure Skating Association/International Skating Institute *current since 1993*
- ◆ Coach, Plymouth State Skating Academy, Plymouth State College *current*
- ◆ Avid outdoor enthusiast and angler

# **Nathan Morin**

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## **Summary**

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A dedicated, highly-motivated professional that has experience in a variety of fields. Proficient in prioritizing and completing tasks in a timely manner, yet flexible to multitask when necessary. Enjoys learning new programs and processes. Excellent listening skills, oral and written communications. Comfortable in interacting with all levels of an organization and public. Able to make decisions independently and quickly.

## **Summary of Qualifications**

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Commitment to Community  
Strategic Planning  
Excellent communication skills, ability to listen  
Ability to interpret information  
Computer literate

Good organizational skills  
Ability to establish trust and rapport with co-workers and public  
Accountable, reliable and able to work independently

## **Professional Experience**

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### **Tri-County CAP-Division of Alcohol and Other Drug Services – Bethlehem, NH**

#### **Division Director**

4/1/17 to Present

Leads services related to the implementation of Clinical Service programs according to agency philosophy, goals and values, based on federal, state and local laws and Industry and Program Performance Standards. The Director will be strong in supervision and can coach a team of experienced managers towards a high degree of accountability and performance excellence and is able to think in an integrated capacity across functional program areas.

#### **Director of Operations,**

2015 to 2017

### **Tri-County CAP-Division of Alcohol and Other Drug Services – Bethlehem, NH**

#### **President, Board of Directors**

2013 to present

#### **Family Resource Center - Gorham, NH**

- Worked with Executive Director to develop a strategic plan.
- Review and monitor the performance of the Executive Director.
- Created a compensation package that will serve as the blue print for the compensation of future Executive Directors.
- Was instrumental in negotiating an appropriation of funds from the City of Berlin to cover a funding gap in the Project Youth After school Program.
- Review and approve annual budgets.

- Member of the Executive Director search committee.
- Actively involved in the recruitment of board members.
- Created an e-mail voting policy that enabled the Board of Directors to respond to the needs of the Family Resource Center and Executive Director in an efficient and timely manner.
- Responsible for the management of board business and act as the board facilitator and guide.
- Plan and manage board committee meetings.

### **Pharmacy Technician**

July 2014 to February 2015

#### **Androscoggin Valley Hospital – Berlin, NH**

- Assisted the pharmacist in ensuring the appropriateness of medication doses by obtaining and entering patient information at the prescription intake window including weight, allergies, and other medications.
- Performed general cashier duties.
- Maintained adequate stock of medications and supplies. Followed procedures established for stock replacement. Followed non-formulary procedures.
- Ensured an environment that was clean, neat, and organized according to departmental standards.
- Completed and properly documented Daily and Monthly Activity checklists including expired drug checking, cleaning assignments, area inspections, and ordered supplies and forms.
- Demonstrated initiative when opportunities were presented as evidenced by successful completion of projects.

### **Social Media Analyst**

February 2012 to August 2012

#### **KDPaine and Partners – Berlin, NH**

- Reviewed online news articles on behalf of clients such as Boeing and Lockheed Martin.
- Data gathered helped project managers analyze their presence in the media.
- Completed projects on time.

### **Pharmacy Technician**

February 2006 to February 2012

#### **Rite-Aid Pharmacy – Berlin, NH**

- Received written prescriptions or refill requests and verified that information was complete and accurate.
- Maintained proper storage and security conditions for medications.
- Filled bottles with prescribed medications; typed and affixed labels.
- Assisted customers by answering questions and locating general merchandise.
- Referred patients to be counseled by the staff pharmacist when patients had specific questions about their medications.
- Billed insurance companies per company policy and procedures.
- Adhered to patient privacy laws as required by HIPAA.

- Received payments from customers using a computerized cash register.
- Reconciled cash balance for assigned register at the end of each shift.

## **Community Service**

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President, Board of Directors, Family Resource Center  
2013 to present

Member, Berlin Board of Education  
2006 to 2012

Co-Founder and Vice Chair, Committee for the advancement of Higher Education in the North Country  
2002 to 2003

Board Member, Berlin Recreation and Parks Commission  
1998 to 2000

## **Education**

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### **Duke University**

Certificate in Paralegal Studies – January 2010

### **Plymouth State University**

Bachelors of Science in Political Science – May 2005

**References available upon request.**

## Stacie Leclerc, LCMHC, MLADC

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### Objective

To facilitate student learning and experience in the field substance use and mental health counseling.

### Experience

#### Tri-County Community Action Program/Friendship House

Bethlehem, NH

November 2016-Present

Clinical director providing individual, family and group alcohol/drug education counseling to assigned consumers. Responsible for the clinical supervision and clinical evaluation of the clinical staff in AOD programs. Ensure that the continuum of care components are operated at their optimum levels. Responsible for the delivery of the clinical programs.

#### Northern Human Services

June 2006-November 2016

Berlin, NH

Licensed clinical mental health counselor working with outpatient consumers. Member of the Assertive Community Treatment team who serve clients with severe and persistent mental illness. Primary clinician for the Referral Education and Assessment Program serving the elderly community. Member of the regional emergency services response team who consults after business hours with five hospitals for suicide and safety assessments.

#### Monarch Center for Family Healing

June 2004-April 2006

Georgetown, CO

Licensed Eligible Clinician. Provide counseling to at-risk youth and their families while utilizing wilderness settings and outdoor adventure to facilitate growth.

#### Home Care

January 2001-August 2003

Berlin, NH

Caregiver for individuals needing assistance to maintain independent living status. Support families in transition of later stages of life care.

#### A Safe Place

May 1999-December 2000

Portsmouth, NH

Provide support to survivors of domestic violence in shelter, on crisis line and as legal advocate in court.



**Stacie Leclerc, LCMHC, MLADC**

286 Town Hall Rd, Intervale, NH 03845

Email: stacieleclerc@gmail.com

Phone: 603-915-3224

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Licensure and Education

Licensed Clinical Mental Health Counselor

Master Licensed Alcohol & Drug Counselor

Naropa University

August 2003-May 2006

Boulder, CO

Master of Arts in Transpersonal Counseling Psychology with a focus in  
Wilderness Therapy.

University of New Hampshire

September 1997-May 2000

Durham, NH

Bachelor of Arts in Psychology

Bachelor of Arts in Women Studies.

## KEY ADMINISTRATIVE PERSONNEL

### NH Department of Health and Human Services

Vendor Name:

Tri-County Community Action Programs Inc.

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Name of Program/Service:

Alcohol and Other Drug Services

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BUDGET PERIOD:	07/01/17-09/30/17		
Name & Title Key Administrative Personnel	Annual Salary of Key Administrative Personnel	Percentage of Salary Paid by Contract	Total Salary Amount Paid by Contract
Robert Boschen, CEO	\$135,000	0.00%	\$0.00
Jeanne Robillard, COO	\$72,000	0.00%	\$0.00
Randal Pilotte, CFO	\$70,000	0.00%	\$0.00
Nathan Morin, Division Director	\$48,500	70.00%	\$33,950.00
Stacie Leclerc, Clinical Director	\$65,000	70.00%	\$45,500.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)</b>			<b>\$79,450.00</b>

Key Administrative Personnel are top-level agency leadership (Executive Director, CEO, CFO, etc.). These personnel **MUST** be listed, even if no salary is paid from the contract. Provide their name, title, annual salary and percentage of annual salary paid from the agreement.



**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**DIVISION OF BEHAVIORAL HEALTH**

Jeffrey A. Meyers  
 Commissioner

Katja S. Fox  
 Director

129 PLEASANT STREET, CONCORD, NH 03301  
 603-271-9422 1-800-852-3345 Ext. 9422  
 Fax: 603-271-8431 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

June 13, 2016

Her Excellency, Governor Margaret Wood Hassan  
 and the Honorable Council  
 State House  
 Concord, New Hampshire 03301

*6/15/16*  
*Late AI*

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Bureau of Drug and Alcohol Services, to enter into an Amendment with Tri-County Community Action Program, 30 Exchange Street, Berlin, NH, 03570, to increase service rates and complete planning activities for new construction or renovations to an existing building owned by the Contractor. The service rates' increase will raise compensation for direct services staff and modify supervision requirements. The funding for planning activities will allow the Contractor to determine how to expand its capacity to provide more residential treatment services in the North Country. This increases the price limitation by \$92,000 from \$11,940,600 to an amount not to exceed \$12,032,600, effective upon the date of Governor and Executive Council approval. There is no change to the completion date of June 30, 2017. Governor and Executive Council approved the original contract on March 23, 2016 (Item #6). The sources of funds for these actions are as follows: 64.5% Federal, 21.5% General, and 14% Other Funds.

Summary of contracted amounts by Vendor:

Vendor	Current Budgeted Amount	Increase/D decrease Amount	Revised Budget Amount
Concord Hospital, Inc. Concord	\$72,700	\$0	\$72,700
Families First of the Greater Seacoast, Portsmouth	\$35,900	\$0	\$35,900
Families in Transition, Manchester	\$357,600	\$0	\$357,600
Goodwin Community Health	\$489,500	\$0	\$489,500
Grafton County Department of Corrections, North Haverhill	\$95,300	\$0	\$95,300
Greater Nashua Council on Alcoholism, Inc., Nashua	\$3,734,500	\$0	\$3,734,500
HALO Educational Systems, Canaan	\$678,400	\$0	\$678,400
Headrest, Inc., Lebanon	\$453,700	\$0	\$453,700
Horizons Counseling Center, Inc., Gilford	\$239,900	\$0	\$239,900
Manchester Alcoholism Rehabilitation Center, Manchester	\$643,300	\$0	\$643,300
National Council on Alcoholism and Drug Dependency/Greater Manchester, Manchester	\$1,715,000	\$0	\$1,715,000
Phoenix Houses of New England, Providence Rhode Island	\$1,497,600	\$0	\$1,497,600
South Eastern New Hampshire Alcohol and Drug Abuse Services, Dover	\$1,455,800	\$0	\$1,455,800

Vendor	Current Budgeted Amount	Increase/Decrease Amount	Revised Budget Amount
Tri-County Community Action Program, Inc. Berlin	\$368,400	\$92,000	\$460,400
The Youth Council, Nashua	\$103,000	\$0	\$103,000
<b>Total</b>	<b>\$11,940,600</b>	<b>\$92,000</b>	<b>\$12,032,600</b>

Funds to support this request are available in State Fiscal Years 2016 and 2017 in the following accounts, with the authority to adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, without approval of the Governor and Executive Council.

**See attached financial detail.**

**EXPLANATION**

This Amendment is a late item on the agenda because the Contractor needs to begin, as soon as possible, the planning activities for new construction or renovation to an existing building owned by the contractor. The resulting new construction or renovations will allow the Contractor to expand their capacity to provide more residential treatment services in the North Country. The Contractor will also seek and apply for other federal and state funding sources to support the costs for the actual new construction or renovation. The Department supports this request because while residential services are inadequate on a statewide level; this is particularly salient in the North Country. This amendment provides funding for a critical first step in addressing the shortage.

The attached amendment represents one (1) of a total of fifteen (15) amendments with a price limitation of \$460,400 of a total combined price limitation of \$12,032,600. The other fourteen amendments will be presented to the Governor and Executive council at an upcoming meeting.

The current substance use disorders treatment workforce in New Hampshire is inadequate to meet the needs of individuals, families and communities across the state. Many factors contribute to this workforce shortage; two factors are low compensation and an insufficient pool of qualified supervisors.

Approval of this Amendment will allow the Contractor to be reimbursed for services at increased rates and modify the personnel supervision requirements. The higher rates will increase the compensation for direct service staff who provide substance use disorder treatment and recovery support services to clients. In addition, these Amendments allow the Contractor's qualified supervisors to provide clinical supervision to a larger number of clinicians to better leverage the available pool of qualified supervisors.

The Agreement with Tri-County Community Action Program is part of the Department's overall strategy to respond to the opioid epidemic that continues to negatively impact New Hampshire's individuals, families and communities as well as to respond to other types of substance use disorders. In 2014 there were 326 drug overdose deaths in New Hampshire with the death toll for 2015 at 431 as of March 28, 2016; however, the 2015 statistics are expected to increase as cases are still pending analysis.

This Contractor was originally selected through a competitive bid process.

The Department will monitor the performance of the Vendor by reviewing monthly reports such as the number of clients admitted to and discharged from the substance use disorder treatment programs and post-discharge follow up, quarterly usage of the number of clients and services being provided by the Contractors, completing site visits, and reviewing client records. In addition, the

Department is piloting a Quality Monitoring and Improvement Plan to manage the performance of these contracts.

The attached Contract includes language that reserves the right to renew each contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of contracted services and Governor and Executive Council approval.

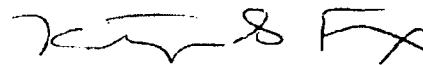
Should the Governor and Executive Council determine to not authorize this Request; the additional critical components in the Department's workforce development to provide substance use disorder services would not be addressed, which could result in exacerbating workforce attrition and shortages. In addition, the opportunity to expand capacity of residential treatment capacity in the North Country could be compromised.

Area served: Statewide.

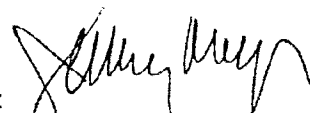
Source of Funds: 64.50% Federal Funds from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, CFDA #93.959, Federal Award Identification Number T1010035-15, and 21.5% General Funds, and 14% Other Funds from the Governor's Commission on Alcohol and Other Drug Abuse Prevention, Intervention and Treatment.

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Katja S. Fox  
Director



Approved by:

Jeffery A. Meyers  
Commissioner

Attachment A  
Financial Details

05-95-49-491510-2989 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS

Concord Hospital, Inc (Vendor #177653 B014)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$1,745	\$0	\$1,745
2017	102-500734	Contracts for Prog Svc	\$8,724	\$0	\$8,724
<b>Sub-total</b>			\$10,469	\$0	\$10,469

Families First of the Greater Seacoast (Vendor #166629 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$382	\$0	\$382
2017	102-500734	Contracts for Prog Svc	\$2,003	\$0	\$2,003
<b>Sub-total</b>			\$2,385	\$0	\$2,385

Goodwin Community Health (Vendor #156668 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$11,748	\$0	\$11,748
2017	102-500734	Contracts for Prog Svc	\$61,677	\$0	\$61,677
<b>Sub-total</b>			\$73,425	\$0	\$73,425

County of Grafton (Vendor #177397 B003)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$2,287	\$0	\$2,287
2017	102-500734	Contracts for Prog Svc	\$12,008	\$0	\$12,008
<b>Sub-total</b>			\$14,295	\$0	\$14,295

Attachment A  
Financial Details

Greater Nashua Council on Alcoholism (Vendor #166574 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$89,628	\$0	\$89,628
2017	102-500734	Contracts for Prog Svc	\$470,547	\$0	\$470,547
<b>Sub-total</b>			<b>\$560,175</b>	<b>\$0</b>	<b>\$560,175</b>

HALO Ed Systems (Vendor #230732 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$16,282	\$0	\$16,282
2017	102-500734	Contracts for Prog Svc	\$85,478	\$0	\$85,478
<b>Sub-total</b>			<b>\$101,760</b>	<b>\$0</b>	<b>\$101,760</b>

Headrest, Inc (Vendor #175226 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$10,889	\$0	\$10,889
2017	102-500734	Contracts for Prog Svc	\$57,166	\$0	\$57,166
<b>Sub-total</b>			<b>\$68,055</b>	<b>\$0</b>	<b>\$68,055</b>

Horizons Counseling Center, Inc (Vendor #156808 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$5,758	\$0	\$5,758
2017	102-500734	Contracts for Prog Svc	\$30,227	\$0	\$30,227
<b>Sub-total</b>			<b>\$35,985</b>	<b>\$0</b>	<b>\$35,985</b>

Attachment A  
Financial Details

Manchester Alcoholism Rehabilitation Center (Vendor #177204 B005)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$15,439	\$0	\$15,439
2017	102-500734	Contracts for Prog Svc	\$81,056	\$0	\$81,056
<b>Sub-total</b>			\$96,495	\$0	\$96,495

National Council on Alcoholism and Drug Abuse Services (Vendor #177265 R001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$34,296	\$0	\$34,296
2017	102-500734	Contracts for Prog Svc	\$180,054	\$0	\$180,054
<b>Sub-total</b>			\$214,350	\$0	\$214,350

Phoenix Houses of New England, Inc. (Vendor #177589 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$35,942	\$0	\$35,942
2017	102-500734	Contracts for Prog Svc	\$188,698	\$0	\$188,698
<b>Sub-total</b>			\$224,640	\$0	\$224,640

Southeastern New Hampshire Alcohol and Drug Abuse Services (Vendor #155292 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$34,939	\$0	\$34,939
2017	102-500734	Contracts for Prog Svc	\$183,431	\$0	\$183,431
<b>Sub-total</b>			\$218,370	\$0	\$218,370



Attachment A  
Financial Details

Tri-County Community Action Programs, Inc (Vendor #177195 B009)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$8,842	\$0	\$8,842
2017	102-500734	Contracts for Prog Svc	\$46,418	\$0	\$46,418
<b>Sub-total</b>			\$55,260	\$0	\$55,260

The Youth Council (Vendor #154886 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$2,215	\$0	\$2,215
2017	102-500734	Contracts for Prog Svc	\$11,630	\$0	\$11,630
<b>Sub-total</b>			\$13,845	\$0	\$13,845
<b>Total Gov. Comm</b>			<b>\$1,689,509</b>	<b>\$0</b>	<b>\$1,689,509</b>

05-95-49-491510-2990 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES

Concord Hospital, Inc (Vendor #177653 B014)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$12,795	\$0	\$12,795
2017	102-500734	Contracts for Prog Svc	\$49,436	\$0	\$49,436
<b>Sub-total</b>			\$62,231	\$0	\$62,231

Families First of the Greater Seacoast (Vendor #166629 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$2,798	\$0	\$2,798
2017	102-500734	Contracts for Prog Svc	\$30,717	\$0	\$30,717
<b>Sub-total</b>			\$33,515	\$0	\$33,515

Attachment A  
Financial Details

Families in Transition (Vendor #157730 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$71,520	\$0	\$71,520
2017	102-500734	Contracts for Prog Svc	\$286,080	\$0	\$286,080
<b>Sub-total</b>			<b>\$357,600</b>	<b>\$0</b>	<b>\$357,600</b>

Goodwin Community Health (Vendor #156668 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$86,152	\$0	\$86,152
2017	102-500734	Contracts for Prog Svc	\$329,923	\$0	\$329,923
<b>Sub-total</b>			<b>\$416,075</b>	<b>\$0</b>	<b>\$416,075</b>

County of Grafton (Vendor #177397 B003)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$16,773	\$0	\$16,773
2017	102-500734	Contracts for Prog Svc	\$64,232	\$0	\$64,232
<b>Sub-total</b>			<b>\$81,005</b>	<b>\$0</b>	<b>\$81,005</b>

Greater Nashua Council on Alcoholism (Vendor #166574 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$667,112	\$0	\$667,112
2017	102-500734	Contracts for Prog Svc	\$2,507,213	\$0	\$2,507,213
<b>Sub-total</b>			<b>\$3,174,325</b>	<b>\$0</b>	<b>\$3,174,325</b>

Attachment A  
Financial Details

HALO Ed Systems (Vendor #230732 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$119,398	\$0	\$119,398
2017	102-500734	Contracts for Prog Svc	\$457,242	\$0	\$457,242
<b>Sub-total</b>			<b>\$576,640</b>	<b>\$0</b>	<b>\$576,640</b>

Headrest, Inc (Vendor #175226 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$79,851	\$0	\$79,851
2017	102-500734	Contracts for Prog Svc	\$305,794	\$0	\$305,794
<b>Sub-total</b>			<b>\$385,645</b>	<b>\$0</b>	<b>\$385,645</b>

Horizons Counseling Center, Inc (Vendor #156808 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$42,222	\$0	\$42,222
2017	102-500734	Contracts for Prog Svc	\$161,693	\$0	\$161,693
<b>Sub-total</b>			<b>\$203,915</b>	<b>\$0</b>	<b>\$203,915</b>

Attachment A  
Financial Details

Manchester Alcoholism Rehabilitation Center (Vendor #177204 B005)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$113,221	\$0	\$113,221
2017	102-500734	Contracts for Prog Svc	\$433,584	\$0	\$433,584
<b>Sub-total</b>			<b>\$546,805</b>	<b>\$0</b>	<b>\$546,805</b>

National Council on Alcoholism and Drug Abuse Services (Vendor #177265 R001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$537,504	\$0	\$537,504
2017	102-500734	Contracts for Prog Svc	\$963,146	\$0	\$963,146
<b>Sub-total</b>			<b>\$1,500,650</b>	<b>\$0</b>	<b>\$1,500,650</b>

Phoenix Houses of New England, Inc (Vendor #177589 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$263,578	\$0	\$263,578
2017	102-500734	Contracts for Prog Svc	\$1,009,382	\$0	\$1,009,382
<b>Sub-total</b>			<b>\$1,272,960</b>	<b>\$0</b>	<b>\$1,272,960</b>

Attachment A  
Financial Details

Southeastern New Hampshire Alcohol and Drug Abuse Services (Vendor #155292 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$256,221	\$0	\$256,221
2017	102-500734	Contracts for Prog Svc	\$981,209	\$0	\$981,209
<b>Sub-total</b>			<b>\$1,237,430</b>	<b>\$0</b>	<b>\$1,237,430</b>

Tri-County Community Action Programs, Inc (Vendor #177195 B009)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$64,838	\$92,000	\$156,838
2017	102-500734	Contracts for Prog Svc	\$248,302	\$0	\$248,302
<b>Sub-total</b>			<b>\$313,140</b>	<b>\$92,000</b>	<b>\$405,140</b>

The Youth Council (Vendor #154886 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$16,245	\$0	\$16,245
2017	102-500734	Contracts for Prog Svc	\$72,910	\$0	\$72,910
<b>Sub-total</b>			<b>\$89,155</b>	<b>\$0</b>	<b>\$89,155</b>
<b>Total Clinical Svcs</b>			<b>\$10,251,091</b>	<b>\$92,000</b>	<b>\$10,343,091</b>
<b>Grand Total</b>			<b>\$11,940,600</b>	<b>\$92,000</b>	<b>\$12,032,600</b>



**State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to the Substance Use Disorder Treatment and Recovery Support Services  
Contract**

This first Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment 1") dated June 3, 2016, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Tri-County Community Action Program, Inc. (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 30 Exchange Street, Berlin, NH, 03570.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on March 23, 2016 (Item #6) (hereinafter referred to as "Contract"), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified;

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract;

WHEREAS, pursuant to the Agreement (section 18 of the General Provisions of the Form P-37), the Agreement may be amended only by written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the State and the Contractor agree to increase the service rates, increase the scope of work and increase the price limitation; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties agree as follows:

1. Except as specifically amended and modified by the terms and conditions in this Amendment #1, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.
2. Amend General Provisions (Form P-37), Block 1.8 Price Limitation to read: \$460,400.
3. Replace Exhibit A Scope of Services, Section 18.1 through 18.1.3.3 as follows:

18.1. The Contractor shall meet the minimum staffing requirements as follows:

18.1.1. Provide at least one:

18.1.1.1. Masters Licensed Alcohol and Drug Counselor (MLADC);  
and/or

18.1.1.2. Licensed Alcohol and Drug Counselor (LADC) who also holds the Licensed Clinical Supervisor (LCS) credential;

18.1.2. Agrees that all unlicensed staff providing treatment, education and/or recovery support services shall be under the direct supervision of:

18.1.2.1. An MLADC; or



- 18.1.2.2. A LADC with the LCS (Licensed Clinical Supervisor) credential; and
  - 18.1.2.3. Agrees that MLADC, or LADC with the LCS, shall supervise a maximum of eight unlicensed staff unless the Department has approved an alternative supervision plan submitted by the Contractor.
  - 18.1.3. Agrees that at least one Certified Recovery Support Worker (CRSW) for every 50 clients or portion thereof.
4. Add to Exhibit A Scope of Services, Section 18.11 as follows
- 18.11. The Contractor agrees to the following:
    - 18.11.1. The new rates in Exhibit B-1 Amendment #1.
    - 18.11.2. The rate increase to the new rates to the fee for services is to support increase in staff wages to recruit and retain staff who provide direct substance use disorder treatment and recovery support services to clients in this Agreement;
    - 18.11.3. To utilize the amount of increase to increase the wages for direct services staff compensation including base compensation for any open positions;
    - 18.11.4. Notwithstanding Section 18.11.2, agrees to demonstrate to the Department, in the event the Contractor has business policies or other reasons that would prevent the Contractor for using all the increase for wage increases, that at least ten (10%) of the increase was used for wage increases to staff salaries and to provide to the Department the explanation that prevented the Contractor from using the full amount of the increase to increase wages;
      - 18.11.4.1. Agrees to submit a plan for Department approval to use the amount of increase not used for wage increases in Section 18.11.3. portion of the increases for other than wage increases in the event of Section 18.11.3;
    - 18.11.5. That direct services staff is defined as any individual employed by the Contractor for whom at least fifty (50) percent of the hours the individual works for the Contractor are spent delivering clinical and/or recovery support services directly to client of the provider.

5. Add Exhibit A, Scope of Services, Section 25 as follows:

- 25. Friendship House Pre-Development Work
  - 25.1 The Contractor shall complete the activities that will enable the Contractor to decide to construct a new facility, or to renovate an existing facility, the Friendship House owned by the Contractor in order to provide additional residential services as described in Exhibit A, Section 4.



- 25.2 Contingent upon the Contractor's decision in Section 25.1 above, the Contractor shall complete the required pre-development and/or pre-planning activities associated with new construction or renovations.
  - 25.3. The Contractor shall actively seek and apply for other available federal and/or state funding sources to complete the construction or renovations.
  - 25.4 The Contractor agrees to complete the activities in Section 25.1 and 25.2 with due diligence in order to meet the requirements in pursuit of applications for additional funding in Section 25.3.
  - 25.4 The Contractor shall complete the activities in Section 25.1 and 25.2 as approved by the Department and within three months of the effective date of amendment #1.
  - 25.5 The Contractor agrees up to the amount in Exhibit B Section 16 for these activities.
6. Add to Exhibit B Method and Conditions Precedent to Payment, Section 5.6 as follows:
- 5.6 To the extent possible, the Contractor shall bill for services provided under this contract through WITS. For any services that are unable to be billed through WITS, the vendor shall work with the Department to develop an alternative process for submitting invoices.
7. Add to Exhibit B Method and Conditions Precedent to Payment, Section 16 as follows:
16. Payment for Friendship House Pre-Development Work
    - 16.1 The Department will reimburse the Contractor based on actual activities and services approved by the Department and completed according to Exhibit A, Scope of Services, and Section 25.
    - 16.2 The Department shall reimburse the Contractor up to \$92,000 for said activities in Exhibit A, Section 25.
    - 16.3 The Contractor shall provide a clear description of each expense, the amount of each expense, the date of the expense and the total of all expenses for the billing period.
    - 16.4 The Department will reimburse on allowable expenses, in accordance with applicable state and federal laws and regulations.
    - 16.5 The Contractor will submit an invoice by the 20th day of each month, which identifies and requests reimbursement for authorized expenses incurred for enhanced services in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement. Invoices must be submitted to:  
Financial Manager  
Bureau of Drug and Alcohol Services  
129 Pleasant Street,  
Concord, NH 03301
8. Delete Exhibit B-1 Service and Fee Table, and replace with Exhibit B-1 Amendment #1 Service and Fee Table.



New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services



This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

6/8/16  
Date

State of New Hampshire  
Department of Health and Human Services  
Katja J. Fox  
Director

6-3-2016  
Date

Tri-County Community Action Program, Inc.  
Robert G. Boschen, Jr.  
NAME Robert G. Boschen, Jr.  
TITLE Chief Executive Officer

Acknowledgement:  
State of New Hampshire, County of Coos on June 3, 2016, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.  
Signature of Notary Public or Justice of the Peace

Suzanne C. French  
Name and Title of Notary or Justice of the Peace  
Suzanne C. French, Notary

**SUZANNE C. FRENCH**  
Notary Public - New Hampshire  
My Commission Expires June 19, 2018

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6/9/16  
Date

[Signature]  
Name: Megan A. Yip  
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

New Hampshire Department of Health and Human Services  
 Substance Use Disorder Treatment and Recovery Support Services  
 Exhibit B-1 Amendment #1



**Service and Fee Table**

1. The Contractor shall be reimbursed for the Services and up to the Contract Rates in Table A below.
  - a. The Contract Rates in the Table A are the maximum allowed charged used in the Methods for Charging for Services under this Contract in Exhibit B, Section 4.

**Table A**

Service	Contract Rate (Maximum Allowed Charge)	Unit	Service Limit
Clinical Evaluation	\$275.00	Per evaluation	1 evaluation per 90 days, per client
Individual Outpatient	\$22.00	15 min	\$200 of combined individual & group per week, per client
Group Outpatient	\$6.60	15 min	
Intensive Outpatient	\$104.00	Per day and only on those days when the client attends individual and/or group counseling associated with the program.	4 days per week (\$380), per client
Low-Intensity Residential Adult	\$119.00	Per day	7 days per week (\$770), per client
High-Intensity Residential Adult	\$154.00	Per day	7 days per week (\$980), per client
Integrated Medication Assisted Treatment - Contractor Staff Time	\$8.25	15 min.	3 hours per client per week
Integrated Medication Assisted Treatment - Physician Time	Rate Per Medicaid Physician Billing Codes: 99201 - 99205 and 99211 - 99215.	Unit Per Medicaid Physician Billing Codes: 99201 - 99205 and 99211 - 99215.	1 hour per client per week
Integrated Medication Assisted Treatment – Medication	See Exhibit B, Section 6.3	See Exhibit B, Section 6.3	See Exhibit B, Section 6.3
Continuous Recovery Monitoring - Attempted	\$16.50	Per 3 attempted contacts over the course of at least 1 week	\$60 of combined attempted and completed per month for the first 12 months post discharge, per client
Continuous Recovery Monitoring - Completed	\$16.50	Per 1 completed contact	
Individual Recovery Support Services (Non-Clinical)	\$16.50	15 min	\$160 per week, per client



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STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
OFFICE OF MEDICAID BUSINESS AND POLICY

Jeffery A. Meyers  
Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857  
603-271-9422 1-800-852-3345 Ext. 9422  
Fax: 603-271-8431 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

Kathleen A. Dunn  
Associate Commissioner  
Medicaid Director

3/23/16 #6

March 7, 2016

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Bureau of Drug and Alcohol Services, to enter into Agreements with multiple Vendors, listed below, to provide substance use disorder treatment and recovery support services statewide, in an amount not to exceed \$11,451,100, effective April 1, 2016 through June 30, 2017, upon approval by Governor and Executive Council. 56.1% Federal, 29.4% General, and 14.5% Other Funds.

Summary of contracted amounts by Vendor:

Vendor	Budgeted Amount
Concord Hospital, Inc. Concord	\$72,700
Families First of the Greater Seacoast, Portsmouth	\$35,900
Families in Transition, Manchester	\$357,600
Grafton County Department of Corrections, North Haverhill	\$95,300
Greater Nashua Council on Alcoholism, Inc., Nashua	\$3,734,500
HALO Educational Systems, Canaan	\$678,400
Headrest, Inc., Lebanon	\$453,700
Horizons Counseling Center, Inc., Gilford	\$239,900
Manchester Alcoholism Rehabilitation Center, Manchester	\$643,300

<b>Vendor</b>	<b>Budgeted Amount</b>
National Council on Alcoholism and Drug Dependency/Greater Manchester, Manchester	\$1,715,000
Phoenix Houses of New England, Providence Rhode Island	\$1,497,600
South Eastern New Hampshire Alcohol and Drug Abuse Services, Dover	\$1,455,800
Tri-County Community Action Program, Inc., Berlin	\$368,400
The Youth Council, Nashua	\$103,000
<b>Total</b>	<b>\$11,451,100</b>

Funds to support this request are available in State Fiscal Years 2016 and 2017 in the following accounts, with the authority to adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, without approval of the Governor and Executive Council.

Please see Attachment A for fiscal details.

#### **EXPLANATION**

The attached agreements represent fourteen (14) of a total fifteen (15) agreements with a combined price limitation of \$11,451,100 of a total \$11,940,600 that will allow the Contractors listed to provide an array of Substance Use Disorder Treatment and Recovery Support Services statewide to children and adults with substance use disorders, who have income below 400% the Federal Poverty level and are residents of New Hampshire or are homeless in New Hampshire. (See attached Summary of Contracted Services by Vendor). Substance use disorders occur when the use of alcohol and/or drugs causes clinically and functionally significant impairment, such as health problems, disability, and failure to meet major responsibilities at work, school, or home. The existence of a substance use disorder is determined using a clinical evaluations based on Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition criteria. The final contract will be presented to the Governor and Executive Council at an upcoming meeting.

These Agreements are part of the Department's overall strategy to respond to the opioid epidemic that continues to negatively impact New Hampshire's individuals, families, and communities as well as to respond to other types of substance use disorders. In 2014 there were 325 drug overdose deaths in New Hampshire with the death toll for 2015 at 385 as of January 8, 2016; however, the 2015 statistics are expected to increase as cases are still pending analysis.

The Department published a Request for Proposals for Substance Use Disorder Treatment and Recovery Support Services (RFP #16-DHHS-DCBCS-BDAS-03) on the Department of Health and Humans Services website November 3, 2015 to December 15, 2015. The Department received fifteen proposals. These proposals were reviewed and scored by a team of individuals with program specific knowledge. The Department selected all the Vendors to provide these services (See attached Summary Score Sheet).

Some of the Vendors' proposals scored lower than anticipated; however, it was determined that losing substance use disorder treatment and recovery support services in the midst of an Opioid Crisis would be detrimental to the individuals, families, and communities of New Hampshire. In order to ensure effective delivery of services, the Department has strengthened language in the Vendors' contracts.

The Contract includes language to assist pregnant and parenting women by providing interim services if they are on a waitlist, to ensure clients have faster access to services by maintaining and monitoring a waitlist on an agency and statewide level, to ensure clients contribute to the cost of services by assessing client income at intake and on a monthly basis, and to ensure care coordination for the clients by assisting them with accessing services or working with a client's existing provider for physical health, behavioral health, medication assisted treatment and peer recovery support services.

The Department will monitor the performance of the Vendors by monitoring monthly reports, quarterly utilization, completing site visits, and reviewing client records. In addition, the Department is developing a Quality Monitoring and Improvement Plan to manage the performance of these contracts.

The attached Contracts include language that reserves the right to renew each contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of contracted services and Governor and Executive Council approval.

The Contract for Greater Nashua Council on Alcoholism, Inc. includes language in Exhibit B, Paragraph 8.4 that allows the Department to amend the contract by adjusting amounts between budget line items for statewide Crisis Services, within the price limitation, upon written agreement of both parties without Governor and Executive Council approval, if needed and justified.

The Contract for National Council on Alcoholism and Drug Dependency/Greater Manchester includes language in Exhibit A, Section 25, for the use of the Tirrell House, a State owned building, for residential substance use disorder treatment services for up to 14 individuals. The Contract includes up to \$286,000 for repairs/replacement of the fire alarm system, fire suppression system, upgrade the kitchen, and other miscellaneous repairs as required by the joint inspection of the State of New Hampshire Fire Marshall, City of Manchester, and the Department's Health Facilities Administration.

Should the Governor and Executive Council determine to not authorize this Request, the Contractors would not have sufficient resources to promote and provide the array of services necessary to provide individuals with substance use disorders the necessary tools to achieve, enhance and sustain recovery. In addition, failure to obligate the federal funds in the Substance Abuse Prevention and Treatment Block Grant to community based programs to provide alcohol and other drug treatment services could result in the loss of Federal Block Grant funds made available for these services.

Area served: Statewide.

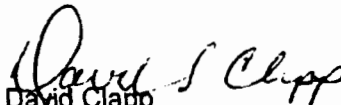
Source of Funds: 56.1% Federal Funds from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, CFDA #93.959, Federal Award Identification Number TI010035-14, and 29.4% General Funds and 14.5% Other Funds from the Governor's Commission on Alcohol and Other Drug Abuse Prevention, Intervention and Treatment.

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Kathleen A. Dunn  
Associate Commissioner



David Clapp  
Facilities

Approved by:



Jeffery A. Meyers  
Commissioner

Attachment A  
Financial Details

**05-95-49-491510-2989 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% Other Funds)**

Concord Hospital, Inc (Vendor #177653 B014)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$1,745
2017	102-500734	Contracts for Prog Svc	\$8,724
<b>Sub-total</b>			<b>\$10,469</b>

Families First of the Greater Seacoast (Vendor #166629 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$382
2017	102-500734	Contracts for Prog Svc	\$2,003
<b>Sub-total</b>			<b>\$2,385</b>

County of Grafton (Vendor #177397 B003)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$2,287
2017	102-500734	Contracts for Prog Svc	\$12,008
<b>Sub-total</b>			<b>\$14,295</b>



Attachment A  
Financial Details

Greater Nashua Council on Alcoholism (Vendor #166574 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$89,628
2017	102-500734	Contracts for Prog Svc	\$470,547
<b>Sub-total</b>			<b>\$560,175</b>

HALO Ed Systems (Vendor #230732 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$16,282
2017	102-500734	Contracts for Prog Svc	\$85,478
<b>Sub-total</b>			<b>\$101,760</b>

Headrest, Inc (Vendor #175226 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$10,889
2017	102-500734	Contracts for Prog Svc	\$57,166
<b>Sub-total</b>			<b>\$68,055</b>

Horizons Counseling Center, Inc (Vendor #156808 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$5,758
2017	102-500734	Contracts for Prog Svc	\$30,227
<b>Sub-total</b>			<b>\$35,985</b>

Attachment A  
Financial Details

Manchester Alcoholism Rehabilitation Center (Vendor #177204 B005)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$15,439
2017	102-500734	Contracts for Prog Svc	\$81,056
<b>Sub-total</b>			<b>\$96,495</b>

National Council on Alcoholism and Drug Abuse Services (Vendor #177265 R001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$34,296
2017	102-500734	Contracts for Prog Svc	\$180,054
<b>Sub-total</b>			<b>\$214,350</b>

Phoenix Houses of New England, Inc. (Vendor #177589 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$35,942
2017	102-500734	Contracts for Prog Svc	\$188,698
<b>Sub-total</b>			<b>\$224,640</b>

Southeastern New Hampshire Alcohol and Drug Abuse Services (Vendor #155292 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$34,939
2017	102-500734	Contracts for Prog Svc	\$183,431
<b>Sub-total</b>			<b>\$218,370</b>

Attachment A  
Financial Details

Tri-County Community Action Programs, Inc (Vendor #177195 B009)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$8,842
2017	102-500734	Contracts for Prog Svc	\$46,418
<b>Sub-total</b>			<b>\$55,260</b>

The Youth Council (Vendor #154886 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$2,215
2017	102-500734	Contracts for Prog Svc	\$11,630
<b>Sub-total</b>			<b>\$13,845</b>
<b>Total Gov. Comm</b>			<b>\$1,616,084</b>

**05-95-49-491510-2990 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES (34.4% General 65.6% Federal)**

Concord Hospital, Inc (Vendor #177653 B014)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$12,795
2017	102-500734	Contracts for Prog Svc	\$49,436
<b>Sub-total</b>			<b>\$62,231</b>

Families First of the Greater Seacoast (Vendor #166629 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$2,798
2017	102-500734	Contracts for Prog Svc	\$30,717
<b>Sub-total</b>			<b>\$33,515</b>

Attachment A  
Financial Details

Families in Transition (Vendor #157730 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$71,520
2017	102-500734	Contracts for Prog Svc	\$286,080
<b>Sub-total</b>			<b>\$357,600</b>

County of Grafton (Vendor #177397 B003)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$16,773
2017	102-500734	Contracts for Prog Svc	\$64,232
<b>Sub-total</b>			<b>\$81,005</b>

Greater Nashua Council on Alcoholism (Vendor #166574 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$667,112
2017	102-500734	Contracts for Prog Svc	\$2,507,213
<b>Sub-total</b>			<b>\$3,174,325</b>

Attachment A  
Financial Details

HALO Ed Systems (Vendor #230732 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$119,398
2017	102-500734	Contracts for Prog Svc	\$457,242
<b>Sub-total</b>			<b>\$576,640</b>

Headrest, Inc (Vendor #175226 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$79,851
2017	102-500734	Contracts for Prog Svc	\$305,794
<b>Sub-total</b>			<b>\$385,645</b>

Horizons Counseling Center, Inc (Vendor #156808 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$42,222
2017	102-500734	Contracts for Prog Svc	\$161,693
<b>Sub-total</b>			<b>\$203,915</b>

Attachment A  
Financial Details

Manchester Alcoholism Rehabilitation Center (Vendor #177204 B005)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$113,221
2017	102-500734	Contracts for Prog Svc	\$433,584
<b>Sub-total</b>			<b>\$546,805</b>

National Council on Alcoholism and Drug Abuse Services (Vendor #177265 R001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$537,504
2017	102-500734	Contracts for Prog Svc	\$963,146
<b>Sub-total</b>			<b>\$1,500,650</b>

Phoenix Houses of New England, Inc (Vendor #177589 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$263,578
2017	102-500734	Contracts for Prog Svc	\$1,009,382
<b>Sub-total</b>			<b>\$1,272,960</b>

Attachment A  
Financial Details

Southeastern New Hampshire Alcohol and Drug Abuse Services (Vendor #155292 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$256,221
2017	102-500734	Contracts for Prog Svc	\$981,209
<b>Sub-total</b>			<b>\$1,237,430</b>

Tri-County Community Action Programs, Inc (Vendor #177195 B009)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$64,838
2017	102-500734	Contracts for Prog Svc	\$248,302
<b>Sub-total</b>			<b>\$313,140</b>

The Youth Council (Vendor #154886 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$16,245
2017	102-500734	Contracts for Prog Svc	\$72,910
<b>Sub-total</b>			<b>\$89,155</b>
<b>Total Clinical Svcs</b>			<b>\$9,835,016</b>
<b>Grand Total</b>			<b>\$11,451,100</b>

Summary of Contracted Services by Vendor

Substance Use Disorder Treatment Services and Recovery Support Services:	Individual Outpatient	Group Outpatient	Intensive Outpatient	Partial Hospitalization	Transitional Living	Low-Intensity Residential	High-Intensity Residential	High-Intensity Residential for Pregnant and Parenting Women	Ambulatory WM who Extended On-Site Monitoring (ASM Level 1WM)	Medically Monitored Inpatient Withdrawal Management (ASAM Level 3.7 WM)	Medication Assisted Treatment	Continuous Recovery Monitoring	Enhanced Recovery Support Services	Individual Recovery Support Services (non-clinical)	Group Recovery Support Services (non-clinical)	Statewide Crisis	Crisis services to agency's own clients
Vendors:																	
Concord Hospital, Inc	X	X	X									X		X			X
Families First of the Greater Seacoast	X										X	X	X	X	X		X
Families in Transition	X	X	X								X	X	X	X	X		X
Grafton County DOC	X	X										X					X
Greater Nashua Council on Alcoholism, Inc.	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
HALO Educational Systems	X	X	X								X	X	X	X	X		X
Headrest, Inc.	X	X	X									X		X			X
Horizons Counseling Center, Inc.	X	X	X								X	X		X	X		X
Manchester Alcoholism Rehabilitation Center (subsidiary of Easter Seals New Hampshire Inc.) - Total	X	X	X	X	X	X	X				X	X		X	X		X
National Council on Alcoholism and Drug Dependency/Greater Manchester	X	X	X	X	X	X	X		X			X		X	X		X
Phoenix Houses of New England	X	X	X								X	X		X			X
Total	X	X	X	X	X	X	X		X		X	X	X	X	X	X	X
South Eastern New Hampshire Alcohol and Drug Abuse Services	X	X	X									X		X			X
Tri-County Community Action Program, Inc.	X	X	X								X	X		X			X
The Youth Council	X	X	X									X		X			X

An "X" indicates that the Vendor will provide the corresponding contracted service.





New Hampshire Department of Health and Human Services  
Office of Business Operations  
Contracts & Procurement Unit  
Summary Score Sheet

Substance Use Disorder Treatment  
and Recovery Support Services

(RFP) #16-DHHS-DCBCS-BDAS-03

RFP Name

RFP Number

Reviewer Names

- Bidder Name
1. Concord Hospital, Inc.
  2. Families First of the Greater Seacoast
  3. Families in Transition
  4. Goodwin Community Health
  5. Grafton County
  6. Greater Nashua Council on Alcoholism, Inc.
  7. HALO Educational Systems
  8. Headrest, Inc.
  9. Horizons Counseling Center, Inc.
  10. Manchester Alcoholism Rehabilitation Center  
(subsidiary of Easter Seals New Hampshire Inc.)
  11. National Council on Alcoholism and Drug  
Dependency/Greater Manchester
  12. Phoenix Houses of New England
  13. South Eastern New Hampshire Alcohol and Drug  
Abuse Services
  14. Tri-County Community Action Program, Inc.
  15. The Youth Council

Maximum Points	Actual Points
945	687
945	715
945	751
945	587
945	492
945	820
945	460
945	390
945	717
945	661
945	684
945	626
945	562
945	570
945	515

- Jaime Powers, BDAS Clinical
1. Services Unit Administrator
  - Linda Parker, BDAS Program
  2. Specialist IV
  - Paul Kiernan, BDAS Program
  3. Specialist IV
  - Michele Harlan, DHHS Director of
  4. Mental Health Services
  - Rhonda Siegel, DPHS,
  5. Administrator II
  - Donna Ferland, NH Hospital
  6. Administrator III / Financial Mngr
  - P. J. Nadeau, DHHS Financial
  7. Manager
  8. Ann Driscoll, Administrator

Subject: Substance Use Disorder Treatment and Recovery Support Services (16-DHHS-DCBCS-BDAS-03-SUBST-15)

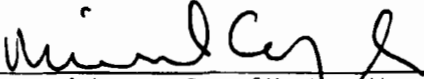
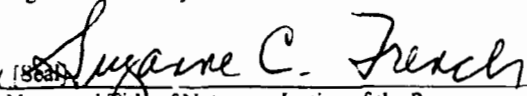
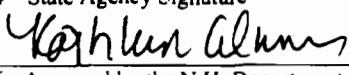
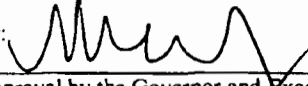
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Tri-County Community Action Program, Inc.		1.4 Contractor Address 30 Exchange Street Berlin, NH 03570	
1.5 Contractor Phone Number 603 752-7001 x 207	1.6 Account Number 05-95-49-491510-29890000-102-500734; 05-95-49-491510-29900000-102-500734	1.7 Completion Date June 30, 2017	1.8 Price Limitation \$368,400.
1.9 Contracting Officer for State Agency Eric Borrin, Director		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Michael Coughlin, Chief Executive Officer	
1.13 Acknowledgement: State of New Hampshire, County of Coos On February 23, 2016, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace 		SUZANNE C. FRENCH Notary Public - New Hampshire My Commission Expires June 19, 2018	
1.13.2 Name and Title of Notary or Justice of the Peace Suzanne C. French, Notary			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Kathleen A. Dunn Associate Commissioner	
Date: 2/26/16			
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: _____ Attorney 3/7/16			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

**2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

#### **8. EVENT OF DEFAULT/REMEDIES.**

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

#### **9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

**10. TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

**11. CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### **14. INSURANCE.**

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.



Exhibit A

**Scope of Services**

**1. Provisions Applicable to All Services**

- 1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

**2. Definitions**

- 2.1. Adolescents: Adolescents are individuals under the age of 18.
- 2.2. American Society of Addiction Medicine (ASAM): ASAM is a professional society representing over 3,500 physicians, clinicians and associated professionals in the field of addiction medicine. ASAM is dedicated to increasing access and improving the quality of addiction treatment, educating physicians and the public, supporting research and prevention, and promoting the appropriate role of physicians in the care of patients with addiction. More information can be found at: <http://www.asam.org/>
- 2.3. American Society of Addiction Medicine Criteria: ASAM's criteria, formerly known as the ASAM patient placement criteria, is the result of a collaboration that began in the 1980s to define one national set of criteria for providing outcome-orientated and results-based care in the treatment of addiction. Today the criteria have become the most widely used and comprehensive set of guidelines for placement, continued stay and transfer/discharge of patients with addiction and co-occurring conditions. ASAM's criteria are required in over 30 states. More information can be found at: <http://www.asam.org/publications/the-asam-criteria>
- 2.4. Charitable Choice: Charitable Choice is Public Law 102-321, 102d Congress and amended in 1992 and again in 2000 (Children's Health Services Act). Charitable Choice is a federal legislative provision designed to remove barriers to faith-based organizations receiving certain Federal funds. States may allocate Block Grant funds to faith-based treatment and recovery support services programs that maintain their religious character and hire people of their same faith, who also meet state requirements for licensing or certification of substance abuse treatment and recovery support services programs and staff. The Charitable Choice final rules were published in the Federal Register on September 30, 2003.
- 2.5. Clinical Evaluation: A Clinical Evaluation is a biopsychosocial evaluation completed in accordance with Technical Assistance Publication (TAP) 21: Addiction Counseling Competencies, available at <http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171>.



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- 2.6. Days: Days in this Exhibit A and Exhibit B refers to calendar days, unless otherwise noted.
- 2.7. Evidence-Based Practice: Evidence-Based Practice is applying the best available research results (evidence) when making decisions about health care. Health care professionals who perform evidence-based practice use research evidence along with clinical expertise and patient preferences. Systematic reviews (summaries of health care research results) provide information that aids in the process of evidence-based practice.
- 2.7.1. The service shall be included as an evidence-based mental health and substance abuse intervention on the SAMHSA National Registry of Evidence-Based Programs and Practices (NREPP), <http://www.nrepp.samhsa.gov/ViewAll.aspx>
- 2.7.1.1. The service shall be included as an evidence-based mental health and substance abuse intervention on the SAMHSA National Registry of Evidence-Based Programs and Practices (NREPP), <http://www.nrepp.samhsa.gov/ViewAll.aspx>
- 2.7.1.2. The services shall be published in a peer-reviewed journal and found to have positive effects; or
- 2.7.1.3. The SUD treatment service provider shall be able to document the services' effectiveness based on the following:
1. The service is based on a theoretical perspective that has validated research; or
  2. The service is supported by a documented body of knowledge generated from similar or related services that indicate effectiveness;
- 2.8. Homeless: Homeless is (1) an individual or family who lacks a fixed, regular, and adequate nighttime residence; or (2) an individual or family who has a primary nighttime residence that is a supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels and congregate shelters), an institution other than a penal facility that provides temporary residence for individuals intended to be institutionalized, or a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.
- 2.9. Level of Care: Level of care refers to the intensity of treatment defined by the American Society of Addiction Medicine (ASAM) October 2013.
- 2.10. New Hampshire Resident: A New Hampshire resident is defined as a person residing in New Hampshire regardless of how long they have resided in New Hampshire or whether or not they have a fixed or permanent address.
- 2.11. Resiliency and Recovery Oriented Systems of Care (RROSC): RROSC are networks



Exhibit A

of organizations, agencies, and community members that coordinate a wide spectrum of services to prevent, intervene in, and treat substance use problems and disorders. RROSCs support person-centered and self-directed approaches to care that build on the strengths and resilience of individuals, families, and communities to take responsibility for their sustained health, wellness, and recovery from alcohol and drug problems. In New Hampshire, this is operationalized by the Continuum of Care model.

- 2.12. Screening Positive for Substance Use Disorder: Screening positive for a Substance Use Disorder means that the individual is likely to meet the Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM 5) criteria for a Substance Use Disorder. If the client screens probable, a clinical evaluation will be required to determine if the client does in fact meet DSM 5 criteria for a Substance Use Disorder.
- 2.13. Substance Abuse Prevention and Treatment (SAPT) Block Grant: SAPT Block Grant was originally established by Public Law 97-35 (PL 97-35), creating the Alcohol, Drug Abuse and Mental Health Services Block Grant (later the Substance Abuse Prevention and Treatment Block Grant, and now the Behavioral Health Assessment and Plan), which became effective on October 1, 1992 for the purpose of carrying out and evaluating activities to prevent and treat substance abuse and dependence.
- 2.14. Substance use disorders occur when the use of alcohol and/or drugs causes clinically and functionally significant impairment, such as health problems, disability, and failure to meet major responsibilities at work, school, or home. The existence of a substance use disorder is determined using Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM 5) criteria.
- 2.15. Web Information Technology System (WITS): WITS is a secure, 24/7 accessible web-based information technology system for the purpose of storing client demographic information. All BDAS contracted providers use WITS to report on the National Outcome Measures (NOMs) established by the SAMHSA, as required in the Federal Substance Abuse Prevention and Treatment Block Grant.

### 3. Covered Populations

- 3.1. The Contractor shall provide services in this Contract to the general population in Section 3.2 who:
  - 3.1.1. Have a substance use disorder; and
  - 3.1.2. Have income below 400% Federal Poverty Level; and
  - 3.1.3. Are Residents of New Hampshire; or
  - 3.1.4. Are homeless in New Hampshire.

- 3.2. The Contractor agrees to provide services in this Contract to the general client





Exhibit A

population that includes, but not limited to:

- 3.2.1. Adolescents;
- 3.2.2. Adults
- 3.2.3. Pregnant women;
- 3.2.4. Women with dependent children;
- 3.2.5. Injection drug users;
- 3.2.6. Individuals with co-occurring substance use and mental health disorders;
- 3.2.7. Veterans; and/or
- 3.2.8. Individuals who are involved with the criminal justice system.

3.3. The Contractor shall provide services in this Contract separately for adolescents and adults unless approved by the Department.

#### 4. Substance Use Disorder Treatment Services

4.1. The Contractor is required to provide to eligible individuals the following substance use disorder treatment services:

4.1.1. Outpatient Treatment as defined as American Society of Addiction Medicine (ASAM) Criteria, Level 1. Outpatient Treatment services assist an individual or group of individuals to achieve treatment objectives through the exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.

4.1.2. Intensive Outpatient Treatment as defined as ASAM Criteria, Level 2.1. Intensive Outpatient Treatment services provide intensive and structured individual and group alcohol and/or other drug treatment services and activities that are provided according to an individualized treatment plan that includes a range of outpatient treatment services and other ancillary alcohol and/or other drug services. Services for adults are provided at least 3 hours a day and at least 3 days a week. Services for adolescents are provided at least 2 hours a day and at least 3 days a week.

4.1.3. Low-Intensity Residential Treatment as defined as ASAM Criteria, Level 3.1 for adults and/or adolescents. Low-Intensity Residential Treatment services provide residential substance abuse treatment services designed to support individuals that need this residential service. The goal of low-intensity residential treatment is to prepare clients to become self-sufficient in the community. Adult residents typically work in the community and may pay a portion of their room and board.

4.1.3.1. The Contractor may charge the client fees for room and board, in addition to the client's portion via the sliding fee scale, to the client's



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insurance charges, and to the Department for the remaining balance as outlined in Exhibit B, according to the guidelines below.

1. When the client's income is 0% to 138% of the Federal Poverty Level (FPL), the Contractor will not charge the client rent.
2. When the client's income is 139 to 149% of the Federal Poverty Level (FPL), the Contractor may charge the client up to \$8 per week.
3. When the client's income is 150% to 199% of the Federal Poverty Level (FPL), the Contractor may charge the client up to \$12 per week.
4. When the client's income is 200% to 249% of the Federal Poverty Level (FPL), the Contractor may charge the client up to \$25 per week.
5. When the client's income is 250% to 299% of the Federal Poverty Level (FPL), the Contractor may charge the client up to \$40 per week.
6. When the client's income is 300% to 349% of the Federal Poverty Level (FPL), the Contractor may charge the client up to \$57 per week.
7. When the client's income is 350% to 399% of the Federal Poverty Level (FPL), the Contractor may charge the client up to \$77 per week.

4.1.3.2. The Contractor shall hold in individual separate accounts 50% of the amount charged to the resident that will be returned to the resident at the time of discharge.

4.1.3.3. The Contractor shall maintain records to account for the client's contribution to room and board.

4.1.4. High-Intensity Residential Treatment for Adults as defined as ASAM Criteria, Level 3.5 and/or Medium Intensity Residential for Adolescents as defined as ASAM Criteria, Level 3.5. These two services provide residential substance abuse treatment designed to assist individuals who require a more intensive level of service in a structured setting.

4.1.5. Integrated Medication Assisted Treatment services provide for medication prescription and monitoring for treatment of opiate and other substance use disorders. The Contractor shall provide non-medical treatment services to the client in conjunction with the medical services provided either directly by the Contractor or by an outside medical provider. The Contractor shall be responsible for coordination of care and meeting all requirements for the service



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provided. The Contractor shall deliver Integrated Medication Assisted Treatment services accordance with guidance provided by the Department, "Guidance Document on Best Practices: Key Components for Delivery Community-Based Medication Assisted Treatment Services for Opioid Use Disorders in New Hampshire."

- 4.2. The Contractor shall submit for Department approval, within 30 days from the contract effective date, a list of the service components that comprise the substance use disorder treatment services including the frequency of those components for all services described above in Section 4.1, except for Outpatient Treatment and Integrated Medication Assisted Treatment (Sections 4.1.1 and 4.1.5 respectively).
- 4.3. The Contractor shall submit for Department approval, within 30 days from the contract effective date, the evidenced based practices to be used for all services in Section 4.1.
- 4.4. The Contractor shall submit for Department approval, changes to service components in Section 4.2 and to evidence-based practices in Section 4.3, within 30 days prior to making the changes effective.

**5. Crisis Services to Existing Clients or their Significant Others**

- 5.1. The Contractor shall provide Crisis Services to existing clients or their significant others as follows:
  - 5.1.1. Provide Crisis Services, 24 hours per day, 7 days a week either in person or by telephone that:
    - 5.1.1.1. Assist individuals in addressing a current crisis related to their substance use disorder or the substance use disorder of a significant other;
    - 5.1.1.2. Provide counseling services to assist with client stabilization, assessment of client's psychological stability and risk for harming themselves or others and appropriate referral based on this assessment; and
    - 5.1.1.3. Refer clients to appropriate treatment and other resources in the client's service area.
    - 5.1.1.4. If a request for crisis services comes from an individual who is not a current client, that individual may be referred to the statewide crisis services provider.
  - 5.1.2. Provide encounter notes in the client's health record.
  - 5.1.3. Provide sufficient staffing to provide Crisis Services as described above at least during normal business hours defined as 8 am to 5 pm, Monday through Friday.
  - 5.1.4. May refer clients to the Statewide Crisis Services hotline, after normal business hours.



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- 5.2. The Contractor agrees that Crisis Services shall be considered individual outpatient services when the Crisis Service provided has the specific purpose of treating the individual's substance use disorder.
- 5.3. The Contractor agrees that Crisis Services shall be considered individual recovery support services (non-clinical) when the Crisis service provided has the purpose of reducing or removing a barrier to the client achieving or maintaining recovery without directly treating the substance use disorder.

## 6. Recovery Support Services

- 6.1. The Contractor shall provide Recovery Support Services such as:
  - 6.1.1. Non-clinical services such as but not limited to parenting, job search, financial management, skills development, and paraprofessional counseling services by:
    - 6.1.1.1. A Certified Recovery Support Worker (CRSW) under the supervision of a Masters Licensed Alcohol and Drug Counselor (MLADC); or
    - 6.1.1.2. A Certified Recovery Support Worker (CRSW) under the supervision of a Licensed Alcohol and Drug Counselor (LADC) with a Licensed Clinical Supervisor (LCS); or
    - 6.1.1.3. A MLADC or LADC
    - 6.1.1.4. Submitting for Department approval, within 30 days from the contract effective date, the name and description of the activities/services to provide non-clinical services.

## 7. Enrolling Clients for Services

- 7.1. The Contractor shall complete Intake Screenings and ASAM Level of Care Assessments, as follows:
  - 7.1.1. Have direct contact (face to face communication by meeting in person, or electronically, or by telephone conversation) with an individual within two (2) business days from the date that individual (defined as a non-client, existing client, other provider, or any other person or entity) contacts the Contractor for Substance Use Disorder Treatment and Recovery Support Services.
  - 7.1.2. Complete an initial Intake Screening within two (2) business days from the date of the first direct contact with the individual, using the eligibility module in Web Information Technology System (WITS) to determine probability of being eligible for services under this contract and for probability of having a substance use disorder.
  - 7.1.3. Assess clients' income prior to admission using the WITS fee determination model and assure that clients' income information is updated as needed over the course of treatment by asking clients about any changes in income no less frequently than every 4 weeks.
  - 7.1.4. Complete an ASAM Level of Care Assessment for all services in Section 4,



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within two (2) days of the initial Intake Screening in (Section 7.1.2) using the ASI Lite module, in WITS or in another electronic medical/health record system, or an alternative assessment tool as directed by the Department, when the individual is determined probable of being eligible for services. .

7.1.5. Make available to the Department upon request, the data from the ASAM Level of Care Assessment and in a format approved by the Department, when using an electronic medical/health record system other than WITS.

7.1.6. The Contractor shall complete a clinical evaluation of clients for services in Section 4, as follows:

7.1.6.1. Prior to admission as a part of interim services or within 3 days following admission, and during treatment only when determined by licensed clinician.

7.2. The Contractor shall determine client eligibility for services under this contract using the eligibility criteria as follows:

7.2.1. The individual's income must be below 400% of Federal Poverty Level (FPL);

7.2.2. The individual must be a resident of New Hampshire or homeless in New Hampshire;

7.2.3. The individual must be determined positive for a substance use disorder (as evidenced in their clinical evaluation, Section 7.1.6

7.2.4. The individual is eligible for services described in Section 4 as determined by the ASAM Level of Care Assessment (defined in Section 7.1.4) unless:

7.2.4.1. The client chooses to receive a service with a lower ASAM Level of Care; or

7.2.4.2. The service with the needed ASAM Level of Care is unavailable at the time the level of care is determined in Section 7.1.4, in which case the client may chose:

1. A service with a lower ASAM Level of Care;
2. A service with the next available higher ASAM Level of Care;
3. Be placed on the waitlist until their service with the assessed ASAM Level of Care becomes available as in Section 7.1.4; or
4. Be referred to another agency in the client's service area that provides the service with the needed ASAM Level of Care.

7.3. The Contractor agrees to provide services to all eligible clients who:

7.3.1. Receive Medication Assisted Treatment services from other providers such as a client' primary care provider;



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- 7.3.2. Have co-occurring mental health disorders; or
- 7.3.3. Are on medications and are taking those medications as prescribed regardless of the class of medication.
- 7.4. The Contractor shall admit eligible clients for services according to the order of priority described below:
  - 7.4.1. Pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame. If the contractor is unable to admit a pregnant woman for the needed level of care within 24 hours, the contractor shall:
    - 7.4.1.1. Assist the pregnant woman with identifying alternative providers and with accessing services with these providers. This assistance must include actively reaching out to identify providers on the behalf of the client.
    - 7.4.1.2. Provide interim services until the appropriate level of care becomes available at either the contractor agency or an alternative provider. Interim services shall include:
      - 1. At least one 60 minute individual or group outpatient session per week;
      - 2. Recovery support services as needed by the client;
      - 3. Daily calls to the client to assess and respond to any emergent needs.
  - 7.4.2. Individuals who have been administered Narcan to reverse the effects of an opioid overdose either in the 14 days prior to screening or in the period between screening and admission to the program.
  - 7.4.3. Individuals with a history of injection drug use including the provision of interim services within 14 days.
  - 7.4.4. Individuals with substance use and co-occurring mental health disorders.
  - 7.4.5. Individuals with Opioid Use Disorders.
  - 7.4.6. Veterans with substance use disorders
  - 7.4.7. Individuals with substance use disorders who are involved with the criminal justice system.
  - 7.4.8. Individuals who require priority admission at the request of the Department.
- 7.5. The Contractor shall obtain consent from individuals prior to providing services as follows:
  - 7.5.1. For individuals whose age is 12 and older, the Contractor is required to obtain



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consent from the individual themselves; or

7.5.2. For individuals whose age is under 12, the Contractor is required to obtain consent from the individual's parent or legal guardian.

## 8. Waitlist

8.1. The Contractor shall place an eligible individual on a statewide waitlist in WITS when the service with the appropriate ASAM Level of Care (as defined in 7.1.4) is not available for the client at the time of screening as in Section 7.2.4.2.

8.1.1. The Contractor shall keep the client's information up to date on the statewide waitlist.

8.1.2. The Contractor shall notify the Department within 30 days from the effective date of the contract, with the name of the staff person who is responsible to monitoring and maintaining the waitlist.

8.1.3. The Contractor shall monitor the waitlist and ensure that clients begin services as soon as possible either under this contract or by a referral to an agency that has an earlier available opening as follows:

8.1.3.1. Anytime a client contacts the agency for a service and that service is not available within 2 business days of contact, they must be immediately added to the agency's waitlist and to the waitlist of other agencies as appropriate.

8.1.3.2. Anytime a client is getting ready to move to a new level of care that will not be provided by the current provider or for which the current provider has a waitlist, the provider shall add the client to the waitlist of other appropriate agencies.

8.1.3.3. Anytime a client is added to the waitlist of another agency, the provider shall complete consent in WITS to allow the agency the client is being referred to review client information in WITS.

8.1.3.4. Every business day, the staff member identified in 8.1.2 shall review pending clients from outside agencies to accept, reject or delete the client as appropriate.

8.1.3.5. Every business day, the staff member identified in 8.1.2 shall review their agency waitlist to ensure that any clients who were on the agency waitlist who are no longer on the waitlist due to admission, inaccessibility, etc. have been removed from the waitlist.

8.1.4. The Contractor shall provide a client on the waitlist interim services, defined as recovery support services or services with a lower ASAM Level of Care, under this contract or by referral to an agency that has an earlier available opening in the client's service area.

## 9. Client Fees and Assistance with Enrolling in Insurance Programs



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- 9.1. The Contractor agrees to collect allowable fees from clients and to assist them with enrolling in private or public insurance programs when appropriate, as follows:
  - 9.1.1. Agrees to using the Sliding Fee Scale and charging the client for their share for services in accordance with Exhibit B.
  - 9.1.2. Agrees not to delay a client's admittance into a Substance Use Disorder Treatment and Recovery Support Services program for services due to a client's inability to immediately pay his or her share of the allowable fees (in accordance with Exhibit B) or pending an insurer's payment
  - 9.1.3. Agrees to assist clients, who are unable to secure financial resources necessary for initial entry into the program, with obtaining other potential sources such as:
    - 9.1.3.1. Assess the client's appropriateness for enrollment in public or private insurance, including but not limited to Medicaid and New Hampshire Health Protection Program, and assist the client in enrolling in an appropriate public or private insurance program; and/or
    - 9.1.3.2. Complete assistance at or before intake, but no later than 14 days after intake.
    - 9.1.3.3. Develop payment plans.
    - 9.1.3.4. Document the assistance in Section 9.1.3 in a progress note.
- 9.2. The Contractor may discontinue services for a client who does not pay their share of the allowable fee(s), only after working with the client as described in Section 9.1.3.
- 9.3. The Contractor shall provide clients with copies of their individual financial accounts, upon the clients' request.

**10. Service Delivery Activities and Requirements**

- 10.1. The Contractor shall assess all clients for risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge based on policies and process approved by the Department within thirty (30) days from the contract effective date.
- 10.2. The Contractor shall assess all clients for withdrawal risk based on ASAM (2013) standards at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and stabilize all clients based on ASAM (2013) guidance and shall:
  - 10.2.1. Provide stabilization services when a client's level of risk indicates a service with an ASAM Level of Care that can be provided under this Contract; If a client's risk level indicates a service with an ASAM Level of Care that can be provided under this contract, then the Contractor shall integrate withdrawal management into the client's treatment plan and provide on-going assessment of withdrawal risk to ensure that withdrawal





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is managed safely.

- 10.2.2. Refer clients to a facility where the services can be provided when a client's risk indicates a service with an ASAM Level of Care that is higher than can be provided under this Contract; Coordinate with the withdrawal management services provider to admit the client to an appropriate service once the client's withdrawal risk has reached a level that can be provided under this contract. and
- 10.3. The Contractor shall complete treatment plans for all clients based on clinical evaluation data within 3 days of the clinical evaluation (defined in Section 7.1.6) and must address all ASAM (2013) domains and shall:
  - 10.3.1. Be updated based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent;
  - 10.3.1. Have Treatment plan goals, objectives, and interventions written in terms that are specific, measurable, attainable, realistic and timely;
  - 10.3.2. Evidence the client's involvement in identifying, developing, and prioritizing goals, objectives, and interventions.
- 10.4. The Contractor shall provide case management to clients that includes, at a minimum, coordination or care with Medication Assisted Treatment, physical, behavioral health, and peer recovery support providers as applicable with the client's:
  - 10.4.1. Primary care provider and if the client does not have a primary care provider, the Contractor will make an appropriate referral to one and coordinate care with that provider.
  - 10.4.2. Behavioral health care provider when serving clients with co-occurring substance use and mental health disorders, and if the client does not have a mental health care provider, then the Contractor will make an appropriate referral to one and coordinate care with that provider.
  - 10.4.3. Medication assisted treatment provider.
  - 10.4.4. Peer recovery support provider, and if the client does not have a peer recovery support provider, the Contractor will make an appropriate referral to one and coordinate care with that provider. Such coordination will include actively coordinating with local recovery community organizations (where available) to bring peer recovery support providers into the treatment setting to meet with clients to describe available services and engage clients in peer recovery support services as applicable.
- 10.5. The Contractor shall submit for Department approval within thirty (30) days from



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the contract effective date, the policies and procedures for coordination of care described in in Section 10.4

10.6. The Contractor will make continuing care, transfer, and discharge for all Services in Section 4. The Contractor shall decisions based on ASAM (2013) criteria and complete continuing of care, transfer and discharge plans that address all ASAM (2013) domains as follows:

10.6.1. Begin the process of discharge/transfer planning at the time of the client's intake to the program.

10.6.2. Review the 3 criteria for continuing services or the 4 criteria for transfer/discharge, when addressing continuing care or discharge/transfer that include:

10.6.2.1. Continuing Service Criteria A: The patient is making progress, but has not yet achieved the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his or her treatment goals;  
or

10.6.2.2. Continuing Service Criteria B: The patient is not yet making progress, but has the capacity to resolve his or her problems. He/she is actively working toward the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his/her treatment goals;  
and /or

10.6.2.3. Continuing Service Criteria C: New problems have been identified that are appropriately treated at the present level of care. The new problem or priority requires services, the frequency and intensity of which can only safely be delivered by continued stay in the current level of care. The level of care which the patient is receiving treatment is therefore the least intensive level at which the patient's problems can be addressed effectively

10.6.2.4. Transfer/Discharge Criteria A: The Patient has achieved the goals articulated in the individualized treatment plan, thus resolving the problem(s) that justified admission to the present level of care. Continuing the chronic disease management of the patient's condition at a less intensive level of care is indicated; or

10.6.2.5. Transfer/Discharge Criteria B: The patient has been unable to resolve the problem(s) that justified the admission to the



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present level of care, despite amendments to the treatment plan. The patient is determined to have achieved the maximum possible benefit from engagement in services at the current level of care. Treatment at another level of care (more or less intensive) in the same type of services, or discharge from treatment, is therefore indicated; or

10.6.2.6. Transfer/Discharge Criteria C: The patient has demonstrated a lack of capacity due to diagnostic or co-occurring conditions that limit his or her ability to resolve his or her problem(s). Treatment at a qualitatively different level of care or type of service, or discharge from treatment, is therefore indicated; or

10.6.2.7. Transfer/Discharge Criteria D: The patient has experienced an intensification of his or her problem(s), or has developed a new problem(s), and can be treated effectively at a more intensive level of care.

10.6.3. The Contractor shall maintain clear documentation that explains why continued services are necessary for Recovery Support Services.

10.7. The Contractor will ensure educational information is provided to clients in all programs on HCV/HIV/TB & STD's as evidenced by inclusion in programming.

10.8. The Contractor shall deliver services using evidence based practices as demonstrated by meeting one of the following criteria in Section 2.6.

10.9. The Contractor shall deliver services in this Contract in accordance with:

10.9.1. The ASAM Criteria (2013). The ASAM Criteria (2013) can be purchased online through the ASAM website at: <http://www.asamcriteria.org/>

10.9.2. The Substance Abuse Mental Health Services Administration (SAMHSA) Treatment Improvement Protocols (TIPs) available at <http://store.samhsa.gov/list/series?name=TIP-Series-Treatment-Improvement-Protocols-TIPS->

10.9.3. The SAMHSA Technical Assistance Publications (TAPs) available at <http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1>

10.9.4. The Requirements in Exhibit K.

## 11. Continuous Recovery Monitoring

11.1. The Contractor shall provide Continuous Recovery Monitoring services to clients by providing on-going contact with a client following discharge from the program as follows:

11.1.1. Attempt to contact each client a minimum of three (3) times over the



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course of one week by telephone at a reasonable time when the client would normally be available.

11.1.2. Provide to the Department within 30 days of the contract effective date, the policies and procedures in place for at least one completed biweekly contact as in Sections 11.1.3 through 11.1.8, by telephone or face to face, with the client following discharge. Contact clients at least bi-weekly and no less frequently than:

11.1.2.1. 3 months post-discharge which is defined as 60 to 120 days from the last treatment service.

11.1.2.2. 6 months post-discharge which is defined as 150 to 210 days from the last treatment service.

11.1.2.3. 12 months post-discharge which is defined as 330 to 390 days from the last treatment service.

11.1.3. Inquire on the status of each client's recovery.

11.1.4. Identify any client needs.

11.1.5. Assist the client with addressing the needs identified in Section 11.1.4.

11.1.6. Provide early intervention to clients who have relapsed or whose recovery is at risk, as identified in Section 11.1.4, and record the same.

11.1.7. Include assessment of the National Outcomes Measures (NOMS) based client outcomes in WITS.

11.1.8. Complete the Client Follow-Up in WITS within 3 days of each completed contact.

11.2. The Contractor shall comply with performance of Exhibit A, Section 11.1.2, as follows:

11.2.1. Twenty-five percent (25%) of discharged clients shall be contacted three (3) months after discharge.

11.2.2. Ten percent (10%) of discharged clients shall be contacted (6) months after discharge.

11.2.3. Five percent (5%) of discharged clients shall be contacted twelve (12) months after discharge.

**12. Tobacco Cessation**

12.1. The Contractor shall offer tobacco cessation tools and education to all eligible clients receiving services in this contract as follows:

12.1.1. Assess clients for motivation in stopping the use of tobacco products;

12.1.2. Offer resources such as but not limited to the Department's Tobacco



Exhibit A

Prevention & Control Program (TCP) and the certified tobacco cessation counselors available through the QuitLine; and

- 12.1.3. Shall not use tobacco use, in and of itself, as grounds for discharging clients from services being provided under this contract.

### 13. Tobacco Free Environment

13.1. The Contractor shall have policies and procedures that create a tobacco-free environment. At a minimum these policies shall:

- 13.1.1. Include the smoking of any tobacco product, the use of oral tobacco products or "spit" tobacco, and the use of electronic devices;
- 13.1.2. Apply to employees, clients and employee or client visitors;
- 13.1.3. Prohibit the use of tobacco products within the contractor's facilities at any time.
- 13.1.4. Prohibit the use of tobacco in any contractor owned vehicle.
- 13.1.5. Include whether or not use of tobacco products is prohibited outside of the facility on the grounds.
- 13.1.6. If use of tobacco products is allowed outside of the facility on the grounds:
- 13.1.6.1. There shall be a designated smoking area(s) which is located at least 20 feet from the main entrance.
- 13.1.6.2. All materials used for smoking in this area, including cigarette butts and matches, will be extinguished and disposed of in appropriate containers.
- 13.1.6.3. Contractors will ensure periodic cleanup of the designated smoking area.
- 13.1.6.4. If the designated smoking area is not properly maintained, it can be eliminated at the discretion of the contractor.
- 13.1.7. Prohibit tobacco use in any company vehicle.
- 13.1.8. Prohibit tobacco use in personal vehicles when transporting people on authorized business.
- 13.1.9. Post the tobacco free environment policy in the contractor's facilities and vehicles and included in employee, client, and visitor orientation.

### 14. Resiliency and Recovery Oriented System of Care (RROSC)

14.1. The Contractor shall engage in and promote a Resiliency and Recovery Oriented System of Care (RROSC) at a minimum:

- 14.1.1. Provide families and communities with education around Substance Use Disorders Treatment and Recovery Support Services;



Exhibit A

- 14.1.2. Work with the Department's regional public health networks in order to reduce stigma associated with substance misuse and increase collaboration between prevention, treatment, and community supports.

**15. Service Management and Monitoring**

- 15.1. The Contractor shall maintain a consistent service capacity for Substance Use Disorder Treatment and Recovery Support Services statewide by:
- 15.1.1. Monitoring its individual capacity to consistently and evenly deliver these services; and
- 15.1.2. Monitoring and managing the utilization levels of care and service array required under this contract throughout the contract period.
- 15.1.3. No less than monthly, the Contractor shall monitor the percentage of the contract funding expended relative to the percentage of the contract period that has elapsed. If there is a difference of more than 10% between expended funding and elapsed time on the contract the contractor shall notify the Department within 5 days and submit a plan for correcting the discrepancy within 10 days of notifying the Department.
- 15.1.4. Beginning on July 1, 2016 and continuing every three months thereafter, the Department shall review the Contractor's utilization as described in Section 15.1.3 above. If the Contractor's expended funding is more than 25% below the elapsed time on the contract, the Department may amend the contract to reduce the overall price limitation.

**16. Service Area**

- 16.1. The Contractor will provide services described in this Scope of Work to any eligible client, regardless of where the client lives or works in New Hampshire.

**17. Residential Facilities License**

- 17.1. The Contractor shall submit for Department approval within 15 days of the effective date of the Contract and 30 days prior to any effective changes, the name of the location(s) and address(es) where residential services will be provided to clients under this Contract.
- 17.2. The Contractor will ensure that the facilities where residential services are delivered meet all applicable standards, as required by the Department's Bureau of Health Facilities Administration.
- 17.3. The Contractor shall provide to the Department a copy of the required facility license, in Section 17.1 within 30 days of the contract effective date and then within 30 days after the newly issued license.



Exhibit A

**18. Staffing Requirements**

- 18.1. The Contractor shall meet the minimum staffing requirements as follows:
  - 18.1.1. At least one Masters Licensed Alcohol and Drug Counselor (MLADC) or Licensed Alcohol and Drug Counselor (LADC) who also holds the Licensed Clinical Supervisor (LCS) credential;
  - 18.1.2. At least one MLADC or Licensed Alcohol and Drug Counselor (LADC) for every two unlicensed counselors providing clinical services;
  - 18.1.3. A sufficient number of:
    - 18.1.3.1. MLADCs to adequately provide for staff clinical supervision; and/or
    - 18.1.3.2. A sufficient number of LADCs with the LCS (Licensed Clinical Supervisor) credential to adequately provide for staff clinical supervision; and
    - 18.1.3.3. At least one Certified Recovery Support Worker (CRSW) for every 50 clients or portion thereof.
- 18.2. The Contractor shall utilize CRSWs to provide treatment services within their scope of practice as defined by New Hampshire Administrative Rule Title XXX, Chapter 330-C, Section 13.
- 18.3. Unlicensed staff providing clinical or recovery support services must hold a CRSW within 6 months of hire or effective date of this contract, whichever is later.
- 18.4. Have policies and procedures related to student interns to address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract, including but not limited to:
  - 18.4.1. The Contractor shall base intern responsibilities and caseloads on student learning needs and school requirements and shall not utilize interns as adjunct staff to meet the staffing needs of the Contractor.
  - 18.4.2. Have student interns complete an approved ethics course prior to beginning their internship.
  - 18.4.3. Provide ongoing clinical supervision that includes:
    - 18.4.4. Weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress;
    - 18.4.5. Group supervision to help optimize the learning experience, when enough candidates are under supervision;
    - 18.4.6. Content that covers the:



Exhibit A

- 18.4.6.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee, and that covers;
  - 18.4.6.2. The core functions as described in the Twelve Core Functions of Alcohol and Drug Counseling, available at <http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171>; and
  - 18.4.6.3. The standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics.
- 18.5. The Contractor shall notify the Department, in writing of changes in key personnel and provide, within five (5) business days to the Department, updated resumes that clearly indicate the staff member is employed by the Contractor. Key personnel are those staff for whom at least 10% of their work time is spent providing alcohol or other drug abuse treatment services.
  - 18.6. The Contractor shall notify the Department in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. The Contractor shall provide a copy of the resume of the employee, which clearly indicates the staff member is employed by the Contractor, with the notification.
  - 18.7. The Contractor shall notify the Department in writing and submit a corrective action plan for Department approval within 14 days, when staffing does not meet the requirements defined in 18.1 through 18.4.
  - 18.8. The Contractor shall provide in-service training to all staff involved in client care within 15 days of the contract effective date or the staff person's start date, if after the contract effective date, and at least every 90 days thereafter on the following:
    - 18.8.1. The contract requirements;
    - 18.8.2. Requirements in Exhibit K;
    - 18.8.3. SAMHSA Substance Abuse Prevention and Treatment Block Grant requirements relative to treatment services using a checklist provided by the Department; and
    - 18.8.4. All other relevant policies and procedures provided by the Department.
  - 18.9. The Contractor shall provide in-service training or ensure attendance at an approved training by the Department to clinical staff on HCV/HIV/TB & STD's annually. The contractor shall provide the Department with a list of staff attending an in-service training or Certificates of Attendance.
  - 18.10. The Contractor shall provide suitable office, treatment, and meeting space that





Exhibit A

complies with all fire, health, and safety codes and is handicapped and wheelchair accessible.

**19. Web Information Technology System**

- 19.1. The Contractor shall use the Web Information Technology System to record all encounter notes such as client activity and client contact within (3) days following the activity or contact including but not limited to: screening, fee determination, admission, billing, disenrollment, and discharge data.
- 19.2. The Contractor agrees that all encounter notes will include a record of the clinical content of the session. Encounter notes will be oriented track to client's progress with specific treatment goals.

**20. Quality Assurance**

- 20.1. The Contractor shall participate in all quality improvement activities requested by the Department such as, but not limited to:
  - 20.1.1. Submission of monthly, web based contract compliance reports no later than the 10<sup>th</sup> day of the month following the reporting month;
  - 20.1.2. Participation in electronic and in-person client record reviews;
  - 20.1.3. Participation in site visits;
  - 20.1.4. Reporting on National Outcome Measures (NOMs) data in WITS for:
    - 20.1.4.1. 100% of all clients at admission;
    - 20.1.4.2. 100% of all clients who are discharged because they have completed treatment or transferred to another program;
    - 20.1.4.3. 50% of all clients who are discharged for reasons other than those specified above in Section 20.1.4.2;
    - 20.1.4.4. 25% of all clients who are 3 months post-discharge as defined in Section 11.1.2.1;
    - 20.1.4.5. 10% of all clients who are 6 months post-discharge as defined in Section 11.1.2.2;
    - 20.1.4.6. 5% of all clients who are 12 months post-discharge as defined in Section 11.1.2.3;
    - 20.1.4.7. The above NOMs reporting requirements are minimum requirements and the Contractor shall attempt to achieve greater reporting results when possible.
  - 20.1.5. Participation in training and technical assistance activities as directed by the Department, including but not limited to the ASAM Community of Practice developed by the Center for Excellence (the Department's Drug and Alcohol Services Technical Assistance Contractor).



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**21. Performance Incentives**

21.1. The Contractor agrees that up to six (6) percent of the contract's maximum price limitation in Box 1.8 of the General Provision, Form P-37 will be reserved by the Department for performance incentives, except when there is a priority to pay for services. The Contractor agrees to the Department using all or some of the reserved funding to continue to pay for services when the Contractor has been reimbursed for at least 94% of the contract's price limitation for services.

21.1.1. The Contractor is eligible for incentive payments when successfully meeting the performance criteria in Section 21.1.2 and when there is available funding as in Section 21.1 at the time the Contractor meets the performance criteria.

21.1.2. The Contractor's performance criteria and incentive payments are as follows:

Performance Criteria	Incentive Payment
Access to Services: for each client who screens eligible for services and starts receiving services, other than evaluation, whether for the identified service for the ASAM Level of Care or interim services, within 10 business days following the eligibility screening.	The Contractor will receive an incentive payment of \$75.00
Completion: for each client who is discharged from the program because they have completed treatment or transferred to another treatment provider as recorded in the Discharge Type field of the WITS Discharge Module.	The Contractor will receive an incentive payment of \$75.00
Client Outcomes: for each client who was discharged from the program and meets at least 3 of the Outcome Criteria (in Section 21.1.2.1) in the 3 <sup>rd</sup> and/or 6 <sup>th</sup> month post-discharge, as evidenced by the WITS Follow-Up Module.	The Contractor will receive an incentive payment of \$50.00
Client Outcomes: for each client who was discharged from the program and meets at least 3 of the Outcome Criteria (below in Section 12.1.2.1) in the 12 <sup>th</sup> month post-discharge, as evidenced by the WITS Follow-Up Module.	The Contractor will receive an incentive payment of \$100.00

21.1.2.1. The Contractor agrees to the post discharge outcome criteria as follows:



**Exhibit A**

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1. **Abstinence:** The client reports reduced or no substance use in the past 30 days prior to the contact.
2. **Employment/Education:** The client reports increased or retained employment or the client reports returning to or staying in school at the time of contact.
3. **Crime and Criminal Justice:** The client reports no arrests in the past 30 days prior to contact.
4. **Stability in Housing:** The client reports being in stable housing defined as not homeless or at risk of being homeless, at the time of contact.
5. **Social Connectedness:** The client reports engagement in Recovery Support Services, Care Coordination, and/or Community Based Support Groups in the past 30 days prior to contact.

21.1.2.2. The Contractor agrees that Performance Incentives will be calculated and paid on a monthly basis for clients meeting criteria in the previous month.

21.1.2.3. The Contractor may submit screening disposition data for all clients, regardless of payer source, at 6 months and 12 months from the contract effective date.

1. The Contractor may receive \$1,000 for each submission (if funding is available in the contract at the time the Contractor submits the data, with priority of funding being for services). Screening disposition data must include:
  - a. Total number of clients screened for services
  - b. Number of client screened appropriate for services
  - c. Number of clients engaging in services who's payer was:
    - i. This contract
    - ii. New Hampshire Health Protection Plan
    - iii. New Hampshire Medicaid
    - iv. Medicare
    - v. Private Insurance
    - vi. Self-Pay

**22. Liquidated Damages**

22.1. The Contractor and the Department agree that the Web Information Technology



**Exhibit A**

- System (WITS) shall be the source of record with data polls beginning September 1, 2016 and every 5 months thereafter.
- 22.2. The Contractor and the Department agree that it will be extremely impracticable and difficult to determine actual damages that the Department will sustain in the event that the vendor fails to maintain the required performance standards in Section 11.2, throughout the life of the contract. Any breach by the Contractor will delay and disrupt the Department's operations and obligations and lead to significant damages. Therefore, the parties agree that the liquidated damages as specified in the sections below are reasonable.
- 22.3. Assessment of liquidated damages shall be in addition to, not in lieu of, such other remedies as may be available to the Department. Except and to the extent expressly provided herein, the Department shall be entitled to recover liquidated damages cumulatively under each section applicable to any given incident.
- 22.4. The Department shall make all assessments of liquidated damages. Should the Department determine that liquidated damages may, or will be assessed; the Department shall notify the Contractor as specified in Section 23, Notifications and Remedies for Liquidated Damages, below.
- 22.5. The Contractor shall submit a written Corrective Action Plan to the Department within five (5) business days of receiving notification as specified in Section 23, Notifications and Remedies for Liquidated Damages., for review and approval prior to implementation of the corrective action plan.
- 22.6. The Contractor agrees that as determined by the Department, failure to provide services that meet the performance standards in Section 11.2 shall result in liquidated damages as specified in Section 23, Notifications and Remedies for Liquidated Damages. The Department's decision to assess liquidated damages must be reasonable, based in fact and made in good faith.
- 22.7. The remedies specified in Section 23, Notifications and Remedies for Liquidated Damages, shall apply until the failure is cured or resulting dispute is resolved in the Contractor's favor.
- 22.8. Liquidated damages in the amount of \$2,500 for failure to meet all three of the performance measures in Section 11.2, except for Section 11.2.1 the liquidated damage shall be assessed when the percentage falls below 15%, at the time specified in Section 22.1.
- 22.9. The Department will deduct the amount of liquidated damages being assessed from the amount the Department owes on the monthly billing submitted to the Department after the assessment of liquidated damages.
- 22.10. The amount of liquidated damages assessed by the Department to the Contractor shall not exceed the price limitation in Form P-37, General Provisions, block 1.8, Price Limitation.



Exhibit A

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**23. Notifications and Remedies for Liquidated Damages.**

- 23.1. Prior to the imposition of liquidated damages or any other remedies under this Contract, including termination for breach, the Department shall issue written notice of remedies that shall include, as applicable:
  - 23.1.1. A citation to the Contract provision violated.
  - 23.1.2. The remedies to be applied and the date the remedies shall be imposed.
  - 23.1.3. The basis for the Department's determination that the remedies shall be imposed.
  - 23.1.4. A request for a Corrective Action Plan.
  - 23.1.5. The timeframe and procedure for the Contractor to dispute the Department's determination. The Contractor's dispute of liquidated damages or remedies shall not stay the effective date of the proposed liquidated damages or remedies.
  - 23.1.6. If the failure is not resolved within the cure period, liquidated damages may be imposed retroactively to the date of failure to perform and continue until the failure is cured or any resulting dispute is resolved in the Contractor's favor.
- 23.2. In connection with any action taken or decision made by the Department with respect to this Contract, within ninety (90) days following the action or decisions, the Contractor may protest such action or decision by the delivery of a notice of protest to the Department and by which the Contractor may protest said action or decision and/or request an informal hearing with the Director of the Bureau of Drug and Alcohol Services.
  - 23.2.1. The Contractor shall provide the Department with an explanation of its position protesting the Department's action or decision.
  - 23.2.2. The Director shall determine a time that is mutually agreeable to the parties during which they may present their views on the disputed issues. It is understood that the presentation and discussion of the disputed issues will be informal in nature.
  - 23.2.3. The Director shall provide written notice of the time, format and location of the presentation.
  - 23.2.4. At the conclusion of the presentations, the Director shall consider all evidence and shall render a written recommendation as soon as practicable, but in no event more than thirty (30) days after the conclusion of the presentation.
  - 23.2.5. The Director may appoint a designee to hear and determine the matter.

**24. State and Federal Requirements**



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- 24.1. If there is any error, omission, or conflict in the requirements listed below, the applicable Federal, State, and Local regulations, rules and requirements shall control. The requirements specified below are provided herein to increase the Contractor's compliance.
- 24.2. The Contractor agrees to the following state and/or federal requirements for Program requirements for specialty treatment for pregnant and parenting women:
- 24.2.1. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.
  - 24.2.2. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.
  - 24.2.3. The program provides or arranges for primary medical care for women who are receiving substance abuse services, including prenatal care.
  - 24.2.4. The program provides or arranges for child care with the women are receiving services.
  - 24.2.5. The program provides or arranges for primary pediatric care for the women's children, including immunizations.
  - 24.2.6. The program provides or arranges for gender-specific substance abuse treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, and parenting.
  - 24.2.7. The program provides or arranges for therapeutic interventions for children in custody of women in treatment which may, among other things, address the children's developmental needs and their issues of sexual abuse, physical abuse, and neglect.
  - 24.2.8. The program provides or arranges for sufficient case management and transportation services to ensure that the women and their children have access to the services described above.
  - 24.2.9. Arrange for means activities to assist the client in finding and engaging in a service, which may include, but is not limited to helping the client to locate an appropriate provider, referring clients to the needed service provider, setting up appointments for clients with those providers, and assisting the client with attending appointments with the service provider.
- 24.3. The Contractor agrees to the following state and federal requirements for all programs in this Contract as follows:
- 24.3.1. Within 7 days of reaching 90% of capacity, the program notifies the state that 90% capacity has been reached.
  - 24.3.2. The program admits each individual who requests and is in need of treatment for intravenous drug abuse not later than:
    - 24.3.1.1. 14 days after making the request; or



**Exhibit A**

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- 24.3.1.2. 120 days if the program has no capacity to admit the individual on the date of the request and, within 48 hours after the request, the program makes interim services available until the individual is admitted to a substance abuse treatment program
- 24.3.2. The program offers interim services that include, at a minimum, the following:
  - 24.3.2.1. Counseling and education about HIV and Tuberculosis (TB), the risks of needle-sharing, the risks of transmission to sexual partners and infants, and steps that can be taken to ensure that HIV and TB transmission does not occur
  - 24.3.2.2. Referral for HIV or TB treatment services, if necessary
  - 24.3.2.3. Individual and/or group counseling on the effects of alcohol and other drug use on the fetus for pregnant women and referrals for prenatal care for pregnant women
- 24.3.3. The program has established a waiting list that includes a unique patient identifier for each injecting drug abuser seeking treatment, including patients receiving interim services while awaiting admission.
- 24.3.4. The program has a mechanism that enables it to:
  - 24.3.4.1. Maintain contact with individuals awaiting admission
  - 24.3.4.2. Admit or transfer waiting list clients at the earliest possible time to an appropriate treatment program within a service area that is reasonable to the client.
  - 24.3.4.3. The program takes clients awaiting treatment off the waiting list only when one of the following conditions exist:
    - 1. Such persons cannot be located for admission into treatment or
    - 2. Such persons refuse treatment
- 24.3.5. The program carries out activities to encourage individuals in need of treatment services to undergo treatment by using scientifically sound outreach models such as those outlined below or, if no such models are applicable to the local situation, another approach which can reasonably be expected to be an effective outreach method.
- 24.3.6. The program has procedures for:
  - 24.3.6.1. Selecting, training, and supervising outreach workers.
  - 24.3.6.2. Contacting, communicating, and following up with high-risk substance abusers, their associates, and neighborhood residents within the constraints of Federal and State



Exhibit A

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confidentiality requirements.

- 24.3.6.3. Promoting awareness among injecting drug abusers about the relationship between injecting drug abuse and communicable diseases such as HIV.
- 24.3.6.4. Recommending steps that can be taken to ensure that HIV transmission does not occur.
- 24.3.7. The program directly, or through arrangements with other public or non-profit private entities, routinely makes available the following TB services to each individual receiving treatment for substance abuse:
  - 24.3.7.1. Counseling the individual with respect to TB.
  - 24.3.7.2. Testing to determine whether the individual has been infected with mycobacteria TB to determine the appropriate form of treatment for the individual.
  - 24.3.7.3. Providing for or referring the individuals infected by mycobacteria TB appropriate medical evaluation and treatment.
- 24.3.8. For clients denied admission to the program on the basis of lack of capacity, the program refers such clients to other providers of TB services.
- 24.3.9. The program has implemented the infection control procedures that are consistent with those established by the Department to prevent the transmission of TB and that address the following:
  - 24.3.9.1. Screening patients and identification of those individuals who are at high risk of becoming infected.
  - 24.3.9.2. Meeting all State reporting requirements while adhering to Federal and State confidentiality requirements, including 42 CFR part 2.
  - 24.3.9.3. Case management activities to ensure that individuals receive such services.
  - 24.3.9.4. The program reports all individuals with active TB as required by State law and in accordance with Federal and State confidentiality requirements, including 42 CFR part 2.
- 24.3.10. The program gives preference in admission to pregnant women who seek or are referred for and would benefit from Block Grant funded treatment services. Further, the program gives preference to clients in the following order:
  - 24.3.10.1. To pregnant and injecting drug users first.





Exhibit A

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- 24.3.10.2. To other pregnant substance users second.
- 24.3.10.3. To other injecting drug users third.
- 24.3.10.4. To all other individuals fourth.
- 24.3.11. The program refers all pregnant women to the State when the program has insufficient capacity to provide services to any such pregnant women who seek the services of the program.
- 24.3.12. The program makes available interim services within 48 hours to pregnant women who cannot be admitted because of lack of capacity.
- 24.3.13. The program makes continuing education in treatment services available to employees who provide the services.
- 24.3.14. The program has in effect a system to protect patient records from inappropriate disclosure, and the system:
  - 24.3.14.1. Is in compliance with all Federal and State confidentiality requirements, including 42 CFR part 2.
  - 24.3.14.2. Includes provisions for employee education on the confidentiality requirements and the fact that disciplinary action may occur upon inappropriate disclosure.
- 24.3.15. The program does not expend SAPT Block Grant funds to provide inpatient hospital substance abuse services, except in cases when each of the following conditions is met:
  - 24.3.15.1. The individual cannot be effectively treated in a community-based, non-hospital, residential program.
  - 24.3.15.2. The daily rate of payment provided to the hospital for providing the services does not exceed the comparable daily rate provided by a community-based, non-hospital, residential program.
  - 24.3.15.3. A physician makes a determination that the following conditions have been met:
    - 1. The primary diagnosis of the individual is substance abuse and the physician certifies that fact.
    - 2. The individual cannot be safely treated in a community-based, non-hospital, residential program.
    - 3. The service can be reasonably expected to improve the person's condition or level of functioning.
    - 4. The hospital-based substance abuse program follows national standards of substance abuse



Exhibit A

professional practice.

5. The service is provided only to the extent that it is medically necessary (e.g., only for those days that the patient cannot be safely treated in community-based, non-hospital, residential program.)
- 24.3.16. The program does not expend Substance Abuse Prevention and Treatment (SAPT) Block Grant funds to purchase or improve land; purchase, construct, or permanently improve (other than minor remodeling) any building or other facility; or purchase major medical equipment.
  - 24.3.17. The program does not expend SAPT Block Grant funds to satisfy and requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds.
  - 24.3.18. The program does not expend SAPT Block Grant funds to provide financial assistance to any entity other than a public or nonprofit private entity.
  - 24.3.19. The program does not expend SAPT Block Grant funds to make payments to intended recipients of health services.
  - 24.3.20. The program does not expend SAPT Block Grant funds to provide individuals with hypodermic needles or syringes.
  - 24.3.21. The program does not expend SAPT Block Grant funds to provide treatment services in penal or corrections institutions of the State.
  - 24.3.22. The program uses the Block Grant as the "payment of last resort" for services for pregnant women and women with dependent children, TB services, and HIV services and, therefore, makes every reasonable effort to do the following:
    - 24.3.22.1. Collect reimbursement for the costs of providing such services to persons entitled to insurance benefits under the Social Security Act, including programs under title XVIII and title XIX; any State compensation program, any other public assistance program for medical expenses, any grant program, any private health insurance, or any other benefit program.
    - 24.3.22.2. Secure from patients of clients payments for services in accordance with their ability to pay.
- 24.4. The Contractor shall comply with all relevant state and federal laws such as but not limited to:
    - 24.4.1. The Contractor shall, upon the direction of the State, provide court-



Exhibit A

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ordered evaluation and a sliding fee scale (in Exhibit B) shall apply and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals.

24.4.2. The Contractor shall comply with the legal requirements governing human subject's research when considering research, including research conducted by student interns, using individuals served by this contract as subjects. Contractors must inform and receive the Department's approval prior to initiating any research involving subjects or participants related to this contract. The Department reserves the right, at its sole discretion, to reject any such human subject research requests.

24.4.3. Contractors shall comply with the Department's Sentinel Event Reporting Policy.



Exhibit B

**Method and Conditions Precedent to Payment**

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, of the General Provisions, for the services provided by the Contractor pursuant to Exhibit A.
2. This Agreement is funded by:
  - 2.1. New Hampshire General Funds;
  - 2.2. Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment Funds;
  - 2.3. Federal Funds from the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959); and
  - 2.4. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements.
3. The Contractor agrees to be reimbursed for services listed in Exhibit B-1 on a fee for service basis. The Contractor agrees the fees for services are all-inclusive rates to deliver the services and to meet the requirements in Exhibit A.
4. Method for Charging Services under this Contract
  - 4.1. The Contractor agrees to:
    - 4.1.1. Directly bill and receive payments for services provided under this contract from public and private insurance plans, the clients, and the Department;
    - 4.1.2. Assuring a billing and payment system that enables expedited processing to the greatest degree possible so that a client's admittance into the program is not unduly delayed, and overpayments are immediately refunded.
    - 4.1.3. Maintaining an accurate accounting and records for all services billed, payments received and overpayments (if any) refunded.
  - 4.2. The Contractor agrees to determine and charge for services provided to an eligible client under this contract, as follows:
    - 4.2.1. The Contractor shall charge up to the Contract Rate, in Exhibit B-1, by first charging the client's private insurance when the insurers' rates are at or lower than the Contract Rate.
    - 4.2.2. The Contractor shall charge the client according to a Sliding fee scale, in Section 8, when the Contractor determines or anticipates that the private insurer will not remit payment for the full amount of the Contract Rate in Exhibit B-1.
    - 4.2.3. If, after the Contractor charges the client's insurer (if applicable) and the client, any portion of the Contract Rate remains unpaid, the Contractor shall charge the Department the balance (the Contract Rate less the private insurer and the client cost shares).



**Exhibit B**

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- 4.3. The Contractor agrees the amount charged to the client shall not exceed the Contract Rate in Exhibit B-1 multiplied by the corresponding percentage stated in Section 8 Sliding fee scale for the client's applicable income level.
- 4.4. The Contractor shall not charge the combination of the public or private insurer, the client and the Department an amount greater than the Contract Rate in Exhibit B-1, except:
  - 4.4.1. In Exhibit A, 4.1.3. Low-Intensity Residential Treatment as defined as ASAM Criteria, Level 3.1
- 4.5. In the event of an overpayment (wherein the combination of all payments received by the Contractor for a given service (except in Section 3.4.1) exceeds the Contract Rate stated in Exhibit B-1, the Contractor shall refund the parties in the reverse order, unless the overpayment was due to insurer, client or Departmental error. In instances of payer error, the Contractor shall refund the party who erred, and adjust the charges to the other parties, according to a correct application of the Sliding Fee Schedule.
5. The Contractor shall submit billing through the Website Information Technology System (WITS) for services listed in Exhibit B-1, except for Integrated Medication Assisted Treatment (See Section 6) as follows:
  - 5.1. Enter encounter note(s) into WITS no later than three (3) days after the date the service was provided to the client
  - 5.2. Review the encounter notes no later than 20 days following the last day of the billing month, and notify the Department that encounter notes are ready for review.
  - 5.3. Correct errors, if any, in the encounter notes as identified by the Department no later than 7 days after being notified of the errors and notify the Department the notes have been corrected and are ready for review.
  - 5.4. Batch and transmit the encounter notes upon Department approval for the billing month.
    - 5.4.1. Submit separate batches for each billing month.
  - 5.5. The Contractor agrees that encounter notes submitted for review after sixty (60) days of the last day of the billing month may be subject to non-payment.
6. Payment for Integrated Medication Assisted Treatment (MAT) shall be as follows:
  - 6.1. The Contractor agrees to invoice the Department separately from the Web Information Technology System (WITS) for Medication Assisted Treatment Services for Staff Time, Medication, and Physician Time.
  - 6.2. Staff Time: Staff Time is for non-medical staff time relative to the MAT program that is not billable as another service under this contract, such as consultation with a prescribing physician. The Contractor shall be reimbursed according to the contract rate, unit type and service limit in Exhibit B-1.
  - 6.3. Medication Contract Rate, Unit Type and Service Limit:



Exhibit B

- 6.3.1. The Contractor will be reimbursed for the Medication Assisted Treatment medication based on the Contractor's usual and customary charges according to Revised Statutes Annotated (RSA) 126-A:3 III. (b),
  - 6.3.2. The Contractor will be reimbursed for Medication Assisted Treatment with Methadone or Buprenorphine in an Opiate Treatment Program (OTP) certified per New Hampshire Administrative Rule He-A 304 as follows: The Contractor will be reimbursed for Methadone or Buprenorphine based on the Medicaid rate, up to 7 days per week. The code for Methadone in an OTP is H0020, and the code for buprenorphine in an OTP is H0033. The Contractor agrees to invoice the Department separately from the Web Information Technology System (WITS) for Medication Assisted Treatment Services.
  - 6.3.3. The Contractor will be reimbursed for up to 3 doses per client per day.
- 6.4. Physician Time: Physician Time is the time spent by a physician or other medical professional to provide Medication Assisted Treatment Services, including but not limited to assessing the client's appropriateness for a medication, prescribing and/or administering a medication, and monitoring the client's response to a medication. The Contractor shall be reimbursed according to the contract rate, unit type and service limit in Exhibit B-1.
- 6.5. The invoice at a minimum shall include:
- 6.5.1. For non-medical staff time:
    - 6.5.1.1. A clear description of each expense including WITS Client ID #(s) when applicable;
    - 6.5.1.2. The amount of each expense; and
    - 6.5.1.3. The total of all expenses for the billing period in a Department defined invoice.
  - 6.5.2. For client medications:
    - 6.5.2.1. WITS Client ID #;
    - 6.5.2.2. Period for which prescription is intended;
    - 6.5.2.3. Name and dosage of the medication;
    - 6.5.2.4. Associated Medicaid Code;
    - 6.5.2.5. Charge for the medication.
    - 6.5.2.6. Client cost share for the service; and
    - 6.5.2.7. Amount being billed to the Department for the service.
  - 6.5.3. For physician and other medical professional services:
    - 6.5.3.1. WITS Client ID #;
    - 6.5.3.2. Date of Service;
    - 6.5.3.3. Description of service;
    - 6.5.3.4. Associated Medicaid Code;
    - 6.5.3.5. Charge for the service;



Exhibit B

- 6.5.3.6. Client cost share for the service; and
- 6.5.3.7. Amount being billed to the Department for the service.

6.6. The Contractor will submit an invoice by the 20th day of each month, which identifies and requests reimbursement for authorized expenses incurred for medication assisted treatment in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement. Invoices must be submitted to:

Financial Manager  
Division of Community Based Care Services  
Bureau of Drug and Alcohol Services  
105 Pleasant Street,  
Main Bldg., 3<sup>rd</sup> Floor North  
Concord, NH 03301

7. Payment for Crisis Services to Existing Clients and their Significant Others:

7.1. The Department will reimburse the Contractor for Crisis Services as a fee for service either as individual outpatient services or individual recovery support services (non-clinical) as defined in Exhibit A, Section 5.2 or 5.3, respectively and at the rates, unit type, and service limit in Exhibit B-1.

8. Sliding Fee Scale

8.1. The Sliding Fee Scale shall apply to the services listed in Exhibit B-1 except Medication Assisted Treatment – Staff time that is not a direct service to a specific client(s) (See Section 6), as follows:

8.2. The Contractor will charge the client their portion of the Contract Rate (Maximum Allowed Charge) found in Exhibit B-1, based on the following sliding fee scale as follows:

- 8.2.1. When the client's income is 0% to 138% of the Federal Poverty Level (FPL), the Contractor will charge the client 0% of the Contract Rate.
- 8.2.2. When the client's income is 139 to 149% of the Federal Poverty Level (FPL), the Contractor will charge the client 8% of the Contract Rate.
- 8.2.3. When the client's income is 150% to 199% of the Federal Poverty Level (FPL), the Contractor will charge the client 12% of the Contract Rate.
- 8.2.4. When the client's income is 200% to 249% of the Federal Poverty Level (FPL), the Contractor will charge the client 25% of the Contract Rate.
- 8.2.5. When the client's income is 250% to 299% of the Federal Poverty Level (FPL), the Contractor will charge the client 40% of the Contract Rate.
- 8.2.6. When the client's income is 300% to 349% of the Federal Poverty Level (FPL), the Contractor will charge the client 57% of the Contract Rate.
- 8.2.7. When the client's income is 350% to 399% of the Federal Poverty Level (FPL),



Exhibit B

the Contractor will charge the client 77% of the Contract Rate.

- 8.3. The Contractor shall not deny a minor child (under the age of 18) services because of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.
9. Non Reimbursement for Services
- 9.1. The State will not reimburse the Contractor for services provided through this contract when a client has or may have an alternative payer for services described in this scope of work, such as:
- 9.1.1. Services covered by New Hampshire Health Protection Program for clients who are eligible for the New Hampshire Health Protection Program.
  - 9.1.2. Services covered by New Hampshire Medicaid for clients who are eligible for New Hampshire Medicaid.
  - 9.1.3. Services covered by Medicare for clients who are eligible for Medicare.
  - 9.1.4. Services covered by the client's private insurer(s) at a rate greater than the contract rate (in Exhibit B-1) set by the Department.
- 9.2. Notwithstanding Section 9.1 above, the Contractor may seek reimbursement from the State for services provided under this contract when a client needs a service that is not covered by the payers listed in Section 9.1.
10. When the contract price limitation is reached the program shall continue to operate at full capacity at no charge to the Department for the duration of the contract period.
11. Funding may not be used to replace funding for a program already funded from another source.
12. The Contractor will keep records of their activities related to Department programs and services.
13. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
14. Contractor will have forty-five (45) days from the end of the contract period to submit to the Department final invoices for payment. Any adjustments made to a prior invoice will need to be accompanied by supporting documentation.
15. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:





Exhibit B

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- 15.1. The Contractor agrees to use the SAPT funds as the payment of last resort.
  - 15.2. The Contractor agrees to the following funding restrictions on SAPT Block Grant expenditures to:
    - 15.2.1. Make cash payments to intended recipients of substance abuse services.
    - 15.2.2. Expend more than the amount of Block Grant funds expended in Federal Fiscal Year 1991 for treatment services provided in penal or correctional institutions of the State.
    - 15.2.3. Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
    - 15.2.4. Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.
  - 15.3. The Contractor agrees to the Charitable Choice federal statutory provisions as follows:
    - 15.3.1. Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

New Hampshire Department of Health and Human Services  
 Substance Use Disorder Treatment and Recovery Support Services  
 Exhibit B-1



**Service and Fee Table**

1. The Contractor shall be reimbursed for the Services and up to the Contract Rates in Table A below.
- a. The Contract Rates in the Table A are the maximum allowed charged used in the Methods for Charging for Services under this Contract in Exhibit B, Section 4.

**Table A**

Service	Contract Rate (Maximum Allowed Charge)	Unit	Service Limit
Clinical Evaluation	\$250.00	Per evaluation	1 evaluation per 90 days, per client
Individual Outpatient	\$20.00	15 min	\$200 of combined individual & group per week, per client
Group Outpatient	\$6.00	15 min	
Intensive Outpatient	\$95.00	Per day and only on those days when the client attends individual and/or group counseling associated with the program.	4 days per week (\$380), per client
Low-Intensity Residential Adult	\$110.00	Per day	7 days per week (\$770), per client
High-Intensity Residential Adult	\$140.00	Per day	7 days per week (\$980), per client
Integrated Medication Assisted Treatment - Contractor Staff Time	\$7.50	15 min.	3 hours per client per week
Integrated Medication Assisted Treatment - Physician Time	Rate Per Medicaid Physician Billing Codes: 99201 - 99205 and 99211 - 99215.	Unit Per Medicaid Physician Billing Codes: 99201 - 99205 and 99211 - 99215.	1 hour per client per week
Integrated Medication Assisted Treatment - Medication	See Exhibit B, Section 6.3	See Exhibit B, Section 6.3	See Exhibit B, Section 6.3
Continuous Recovery Monitoring - Attempted	\$15.00	Per 3 attempted contacts over the course of at least 1 week	\$60 of combined attempted and completed per month for the first 12 months post discharge, per client
Continuous Recovery Monitoring - Completed	\$15.00	Per 1 completed contact	

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services  
Exhibit B-1



Individual Recovery Support Services (Non-Clinical)	\$15.00	15 min	\$160 per week, per client
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**SPECIAL PROVISIONS**

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
  - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
  - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
  - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
  - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
  - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEO on file and submit an EEO Certification Form to the OCR, certifying that its EEO is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEO Certification Form to the OCR certifying it is not required to submit or maintain an EEO. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEO requirement, but are required to submit a certification form to the OCR to claim the exemption. EEO Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
  
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF  
WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.  
When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
  - 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
  - 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
  - 19.3. Monitor the subcontractor's performance on an ongoing basis



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

#### DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

**COSTS:** Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

**DEPARTMENT:** NH Department of Health and Human Services.

**FINANCIAL MANAGEMENT GUIDELINES:** Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

**PROPOSAL:** If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

**UNIT:** For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

**FEDERAL/STATE LAW:** Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

**CONTRACTOR MANUAL:** Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

**SUPPLANTING OTHER FEDERAL FUNDS:** The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.





**REVISIONS TO GENERAL PROVISIONS**

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
  4. **CONDITIONAL NATURE OF AGREEMENT.**  
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
  - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. The Division reserves the right to renew the Contract for up to two additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner  
NH Department of Health and Human Services  
129 Pleasant Street,  
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
  - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
    - 1.2.1. The dangers of drug abuse in the workplace;
    - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
    - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
    - 1.4.1. Abide by the terms of the statement; and
    - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

New Hampshire Department of Health and Human Services  
Exhibit D



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
    - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check  if there are workplaces on file that are not identified here.

Contractor Name:  
Tri-County Community Action Program, Inc.

2.23.16  
Date

  
Name: Michael Coughlin  
Title: Chief Executive Officer



**CERTIFICATION REGARDING LOBBYING**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- \*Temporary Assistance to Needy Families under Title IV-A
- \*Child Support Enforcement Program under Title IV-D
- \*Social Services Block Grant Program under Title XX
- \*Medicaid Program under Title XIX
- \*Community Services Block Grant under Title VI
- \*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name:  
Tri-County Community Action Program, Inc.

2-23-2016  
Date

  
Name: Michael Coughlin  
Title: Chief Executive Officer



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

**PRIMARY COVERED TRANSACTIONS**

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
  - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

**LOWER TIER COVERED TRANSACTIONS**

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
- 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:  
Tri-County Community Action Program, Inc.

  
Name: Michael Coughlin  
Title: Chief Executive Officer

2-23-2016

Date



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO  
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND  
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials ML

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

**New Hampshire Department of Health and Human Services  
Exhibit G**



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:  
Tri-County Community Action Program, Inc.

2-23-2016

Date

  
Name: Michael Coughlin  
Title: Chief Executive Officer

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials MC





**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:  
Tri-County Community Action Program, Inc.

  
Name: Michael Coughlin  
Title: Chief Executive Officer

2-23-2016  
Date



Exhibit I

**HEALTH INSURANCE PORTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. "**Breach**" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "**Business Associate**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "**Covered Entity**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "**Designated Record Set**" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "**Data Aggregation**" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "**Health Care Operations**" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "**HITECH Act**" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "**HIPAA**" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "**Individual**" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "**Privacy Rule**" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "**Protected Health Information**" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.



Exhibit I

- i. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
  - I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

**(3) Obligations and Activities of Business Associate.**

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
  - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - o The unauthorized person used the protected health information or to whom the disclosure was made;
  - o Whether the protected health information was actually acquired or viewed
  - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) **Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) **Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) **Miscellaneous**

- a. **Definitions and Regulatory References.** All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. **Amendment.** Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. **Data Ownership.** The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. **Interpretation.** The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) l, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health & Human Services  
The State

Kathleen A. Dunn  
Signature of Authorized Representative

Kathleen A. Dunn  
Name of Authorized Representative

Associate Commissioner  
Title of Authorized Representative

2/26/16  
Date

Tri-County Community Action Program, Inc.

Name of the Contractor

Michael Coughlin  
Signature of Authorized Representative

Michael Coughlin  
Name of Authorized Representative

Chief Executive Officer  
Title of Authorized Representative

2-23-2016  
Date



**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY  
ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
  - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
  - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:  
Tri-County Community Action Program, Inc.

2-23-2016

Date

  
Name: Michael Coughlin  
Title: Chief Executive Officer





**FORM A**

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 073975708
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO  YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO  YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____



Exhibit K

Operational Requirements for all Programs

The contractor shall comply with the following requirements:

1. Requirements for Organizational or Program Changes.  
The contractor shall provide the department with written notice at least 30 days prior to changes in any of the following:
  - 1.1.1. Ownership;
  - 1.1.2. Physical location;
  - 1.1.3. Name.
- 1.2. When there is a new administrator, the following shall apply:
  - 1.2.1. The contractor shall provide the department with immediate notice when an administrator position becomes vacant;
  - 1.2.2. The contractor shall notify the department in writing as soon as possible prior to a change in administrator, and immediately upon the lack of an administrator, and provide the department with the following:
    - 1.2.2.1. The written disclosure of the new administrator required in Section 1.2 above;
    - 1.2.2.2. A resume identifying the name and qualifications of the new administrator; and
    - 1.2.2.3. Copies of applicable licenses for the new administrator;
  - 1.2.3. When there is a change in the name, the contractor shall submit to the department a copy of the certificate of amendment from the New Hampshire Secretary of State, if applicable, and the effective date of the name change.
  - 1.2.4. When a contractor discontinues a contracted program, it shall submit to the department:
    - 1.2.4.1. A plan to transfer, discharge or refer all clients being served in the contracted program; and
    - 1.2.4.2. A plan for the security and transfer of the client's records being served in the contracted program as required by Sections 12.8 – 12.10 below and with the consent of the client.
2. Inspections.  
For the purpose of determining compliance with the contract, the contractor shall admit and allow any department representative at any time to inspect the following:
  - 2.1.1. The facility premises;
  - 2.1.2. All programs and services provided under the contract; and
  - 2.1.3. Any records required by the contract.
- 2.2. A notice of deficiencies shall be issued when, as a result of any inspection, the department determines that the contractor is in violation of any of the contract requirements.
- 2.3. If the notice identifies deficiencies to be corrected, the contractor shall submit a plan of correction in accordance within 21 working days of receiving the inspection findings.
3. Administrative Remedies.
  - 3.1. The department shall impose administrative remedies for violations of contract requirements, including:
    - 3.1.1. Requiring a contractor to submit a plan of correction (POC);
    - 3.1.2. Imposing a directed POC upon a contractor;
    - 3.1.3. Suspension of a contract; or
    - 3.1.4. Revocation of a contract.



Exhibit K

- 3.2. When administrative remedies are imposed, the department shall provide a written notice, as applicable, which:
  - 3.2.1. Identifies each deficiency;
  - 3.2.2. Identifies the specific remedy(s) that has been proposed; and
  - 3.2.3. Provides the contractor with information regarding the right to a hearing in accordance with RSA 541-A and He-C 200.
- 3.3. A POC shall be developed and enforced in the following manner:
  - 3.3.1. Upon receipt of a notice of deficiencies, the contractor shall submit a written POC within 21 days of the date on the notice describing:
    - 3.3.1.1. How the contractor intends to correct each deficiency;
    - 3.3.1.2. What measures will be put in place, or what system changes will be made to ensure that the deficiency does not recur; and
    - 3.3.1.3. The date by which each deficiency shall be corrected which shall be no later than 90 days from the date of submission of the POC;
  - 3.3.2. The department shall review and accept each POC that:
    - 3.3.2.1. Achieves compliance with contract requirements;
    - 3.3.2.2. Addresses all deficiencies and deficient practices as cited in the inspection report;
    - 3.3.2.3. Prevents a new violation of contract requirements as a result of implementation of the POC; and
    - 3.3.2.4. Specifies the date upon which the deficiencies will be corrected;
- 3.4. If the POC is acceptable, the department shall provide written notification of acceptance of the POC;
- 3.5. If the POC is not acceptable, the department shall notify the contractor in writing of the reason for rejecting the POC;
- 3.6. The contractor shall develop and submit a revised POC within 21 days of the date of the written notification in 3.5 above;
- 3.7. The revised POC shall comply with 3.3.1 above and be reviewed in accordance with 3.3.2 above;
- 3.8. If the revised POC is not acceptable to the department, or is not submitted within 21 days of the date of the written notification in 3.5 above, the contractor shall be subject to a directed POC in accordance with 3.12 below;
- 3.9. The department shall verify the implementation of any POC that has been submitted and accepted by:
  - 3.9.1. Reviewing materials submitted by the contractor;
  - 3.9.2. Conducting a follow-up inspection; or
  - 3.9.3. Reviewing compliance during the next scheduled inspection;
- 3.10. Verification of the implementation of any POC shall only occur after the date of completion specified by the contractor in the plan; and
- 3.11. If the POC or revised POC has not been implemented by the completion date, the contractor shall be issued a directed POC in accordance with 3.12 below.
- 3.12. The department shall develop and impose a directed POC that specifies corrective actions for the contractor to implement when:
  - 3.12.1. As a result of an inspection, deficiencies were identified that require immediate corrective action to protect the health and safety of the clients or personnel;
  - 3.12.2. A revised POC is not submitted within 21 days of the written notification from the department; or
  - 3.12.3. A revised POC submitted has not been accepted.



Exhibit K

4. Duties and Responsibilities of All Contractors.
  - 4.1. The contractor shall comply with all federal, state, and local laws, rules, codes, ordinances, licenses, permits, and approvals, and rules promulgated thereunder, as applicable.
  - 4.2. The contractor shall monitor, assess, and improve, as necessary, the quality of care and service provided to clients on an ongoing basis.
  - 4.3. The contractor shall provide for the necessary qualified personnel, facilities, equipment, and supplies for the safety, maintenance and operation of the contractor.
  - 4.4. The contractor shall develop and implement written policies and procedures governing its operation and all services provided.
  - 4.5. All policies and procedures shall be reviewed, revised, and trained on per contractor policy.
  - 4.6. The contractor shall:
    - 4.6.1. Employ an administrator responsible for the day-to-day operation of the contractor;
    - 4.6.2. Maintain a current job description and minimum qualifications for the administrator, including the administrator's authority and duties; and
    - 4.6.3. Establish, in writing, a chain of command that sets forth the line of authority for the operation of the contractor the staff position(s) to be delegated the authority and responsibility to act in the administrator's behalf when the administrator is absent.
  - 4.7. The contractor shall post the following documents in a public area:
    - 4.7.1. A copy of the contractor's policies and procedures relative to the implementation of client rights and responsibilities, including client confidentiality per 42 CFR Part 2; and
    - 4.7.2. The contractor's plan for fire safety, evacuation and emergencies identifying the location of, and access to all fire exits.
  - 4.8. The contractor or any employee shall not falsify any documentation or provide false or misleading information to the department.
  - 4.9. The contractor shall comply with all conditions of warnings and administrative remedies issued by the department, and all court orders.
  - 4.10. The contractor shall admit and allow any department representative to inspect the certified premises and all programs and services that are being provided at any time for the purpose of determining compliance with the contract.
  - 4.11. The contractor shall:
    - 4.11.1. Report all critical incidents and sentinel events to the department in accordance with Exhibit A, Section 20.2.3;
    - 4.11.2. Submit additional information if required by the department; and
    - 4.11.3. Report the event to other agencies as required by law.
  - 4.12. The contractor shall implement policies and procedures for reporting:
    - 4.12.1. Suspected child abuse, neglect or exploitation, in accordance with RSA 169-C:29-30; and
    - 4.12.2. Suspected abuse, neglect or exploitation of adults, in accordance with RSA 149-F:49.
  - 4.13. The contractor shall report all positive tuberculosis test results for personnel to the office of disease control in accordance with RSA 141-C:7, He-P 301.02 and He-P 301.03.
  - 4.14. For residential programs, if the contractor accepts a client who is known to have a disease reportable under He-P 301 or an infectious disease, which is any disease



Exhibit K

caused by the growth of microorganisms in the body which might or might not be contagious, the contractor shall follow the required procedures for the care of the clients, as specified by the United States Centers for Disease Control and Prevention 2007 Guideline for Isolation Precautions, Preventing Transmission of Infectious Agents in Healthcare Settings, June 2007.

- 4.15. Contractors shall implement state and federal regulations on client confidentiality, including provisions outlined in 42 CFR 2.13, RSA 172:8-a, and RSA 318-B:12;
- 4.16. A contractor shall, upon request, provide a client or the client's guardian or agent, if any, with a copy of his or her client record within the confines for 42 CFR Part 2.
- 4.17. The contractor shall develop policies and procedures regarding the release of information contained in client records, in accordance with 42 CFR Part 2, the Health Insurance Portability and Accountability Act (HIPAA), and RSA 318-B:10.
- 4.18. All records required by the contract shall be legible, current, accurate and available to the department during an inspection or investigation conducted in accordance with these rules.
- 4.19. Any contractor that maintains electronic records shall develop written policies and procedures designed to protect the privacy of clients and personnel that, at a minimum, include:
  - 4.19.1. Procedures for backing up files to prevent loss of data;
  - 4.19.2. Safeguards for maintaining the confidentiality of information pertaining to clients and staff; and
  - 4.19.3. Systems to prevent tampering with information pertaining to clients and staff.
- 4.20. The contractor's service site(s) shall:
  - 4.20.1. Be accessible to a person with a disability using ADA accessibility and barrier free guidelines per 42 U.S.C. 12131 et seq;
  - 4.20.2. Have a reception area separate from living and treatment areas;
  - 4.20.3. Have private space for personal consultation, charting, treatment and social activities, as applicable;
  - 4.20.4. Have secure storage of active and closed confidential client records; and
  - 4.20.5. Have separate and secure storage of toxic substances.
- 4.21. The contractor shall establish and monitor a code of ethics for the contractor and its staff, as well as a mechanism for reporting unethical conduct.

The contractor shall maintain specific policies on the following and shall submit these policies to the department for approval no later than 30 days after the effective date of the contract:

  - 4.21.1. Client rights, grievance and appeals policies and procedures;
  - 4.21.2. Progressive discipline, leading to administrative discharge;
  - 4.21.3. Reporting and appealing staff grievances;
  - 4.21.4. Policies on client alcohol and other drug use while in treatment;
  - 4.21.5. Policies on client and employee smoking that are in compliance with Exhibit A, Section 4.1.5;
  - 4.21.6. Drug-free workplace policy and procedures, including a requirement for the filing of written reports of actions taken in the event of staff misuse of alcohol or other drugs;
  - 4.21.7. Policies and procedures for holding a client's possessions;
  - 4.21.8. Secure storage of staff medications;
  - 4.21.9. A client medication policy;
  - 4.21.10. Urine specimen collection, as applicable, that:



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- 4.21.10.1. Ensure that collection is conducted in a manner that preserves client privacy as much as possible; and
- 4.21.10.2. Minimize falsification;
- 4.21.11. Safety and emergency procedures on the following:
  - 4.21.11.1. Medical emergencies;
  - 4.21.11.2. Infection control and universal precautions, including the use of protective clothing and devices;
  - 4.21.11.3. Reporting employee injuries;
  - 4.21.11.4. Fire monitoring, warning, evacuation, and safety drill policy and procedures;
  - 4.21.11.5. Emergency closings;
  - 4.21.11.6. Posting of the above safety and emergency procedures.
- 4.21.12. Procedures for protection of client records that govern use of records, storage, removal, conditions for release of information, and compliance with 42CFR, Part 2 and the Health Insurance Portability and Accountability Act (HIPAA); and
- 4.21.13. Procedures related to quality assurance and quality improvement.
- 5. Collection of Fees.
  - 5.1. The contractor shall maintain procedures regarding collections from client fees, private or public insurance, and other payers responsible for the client's finances; and
  - 5.2. At the time of screening and admission the contractor shall provide the client, and the client's guardian, agent, or personal representative, with a listing of all known applicable charges and identify what care and services are included in the charge.
- 6. Client Screening and Denial of Services.
  - 6.1. Contractors shall maintain a record of all client screenings, including:
    - 6.1.1. The client name and/or unique client identifier;
    - 6.1.2. The client referral source;
    - 6.1.3. The date of initial contact from the client or referring agency;
    - 6.1.4. The date of screening;
    - 6.1.5. The result of the screening, including the reason for denial of services if applicable;
    - 6.1.6. For any client who is placed on a waitlist, record of referrals to and coordination with interim services or reason that such a referral was not made;
    - 6.1.7. Record of all client contacts between screening and removal from the waitlist; and
    - 6.1.8. Date client was removed from the waitlist and the reason for removal
  - 6.2. For any client who is denied services, the contractor is responsible for:
    - 6.2.1. Informing the client of the reason for denial;
    - 6.2.2. Assisting the client in identifying and accessing appropriate available treatment;
  - 6.3. The contractor shall not deny services to a client solely because the client:
    - 6.3.1. Previously left treatment against the advice of staff;
    - 6.3.2. Relapsed from an earlier treatment;
    - 6.3.3. Is on any class of medications, including but not limited to opiates or benzodiazepines; or
    - 6.3.4. Has been diagnosed with a mental health disorder.
  - 6.4. The contractor shall report on 6.1 and 6.2 above at the request of the department.
- 7. Personnel Requirements.
  - 7.1. The contractor shall develop a current job description for all staff, including contracted staff, volunteers, and student interns, which shall include:
    - 7.1.1. Job title;



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- 7.1.2. Physical requirements of the position;
- 7.1.3. Education and experience requirements of the position;
- 7.1.4. Duties of the position;
- 7.1.5. Positions supervised; and
- 7.1.6. Title of immediate supervisor.
- 7.2. The contractor shall develop and implement policies regarding criminal background checks of prospective employees, which shall, at a minimum, include:
  - 7.2.1. Requiring a prospective employee to sign a release to allow the contractor to obtain his or her criminal record;
  - 7.2.2. Requiring the administrator or his or her designee to obtain and review a criminal records check from the New Hampshire department of safety for each prospective employee;
  - 7.2.3. Criminal background standards regarding the following, beyond which shall be reason to not hire a prospective employee in order to ensure the health, safety, or well-being of clients:
    - 7.2.3.1. Felony convictions in this or any other state;
    - 7.2.3.2. Convictions for sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation; and
    - 7.2.3.3. Findings by the department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation or any person; and
  - 7.2.4. Waiver of 7.2.3 above for good cause shown.
- 7.3. All staff, including contracted staff, shall:
  - 7.3.1. Meet the educational, experiential, and physical qualifications of the position as listed in their job description;
  - 7.3.2. Not exceed the criminal background standards established by 7.2.3 above, unless waived for good cause shown, in accordance with policy established in 7.2.4 above;
  - 7.3.3. Be licensed, registered or certified as required by state statute and as applicable;
  - 7.3.4. Receive an orientation within the first 3 days of work or prior to direct contact with clients, which includes:
    - 7.3.4.1. The contractor's code of ethics, including ethical conduct and the reporting of unprofessional conduct;
    - 7.3.4.2. The contractor's policies on client rights and responsibilities and complaint procedures;
    - 7.3.4.3. Confidentiality requirements as required by Sections 4.15 and 4.19.2 above and Section 17 below;
    - 7.3.4.4. Grievance procedures for both clients and staff as required in Section 4.22.1 and 4.22.3 above and Section 18 below.
    - 7.3.4.5. The duties and responsibilities and the policies, procedures, and guidelines of the position they were hired for;
    - 7.3.4.6. Topics covered by both the administrative and personnel manuals;
    - 7.3.4.7. The contractor's infection prevention program;
    - 7.3.4.8. The contractor's fire, evacuation, and other emergency plans which outline the responsibilities of personnel in an emergency; and
    - 7.3.4.9. Mandatory reporting requirements for abuse or neglect such as those found in RSA 161-F and RSA 169-C:29; and
  - 7.3.5. Sign and date documentation that they have taken part in an orientation as described in 7.3.4 above;



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- 7.3.6. Complete a mandatory annual in-service education, which includes a review of all elements described in 7.3.4 above.
- 7.4. Prior to having contact with clients, employees and contracted employees shall:
  - 7.4.1. Submit to the contractor proof of a physical examination or a health screening conducted not more than 12 months prior to employment which shall include at a minimum the following:
    - 7.4.1.1. The name of the examinee;
    - 7.4.1.2. The date of the examination;
    - 7.4.1.3. Whether or not the examinee has a contagious illness or any other illness that would affect the examinee's ability to perform their job duties;
    - 7.4.1.4. Results of a 2-step tuberculosis (TB) test, Mantoux method or other method approved by the Centers for Disease Control (CDC); and
    - 7.4.1.5. The dated signature of the licensed health practitioner;
  - 7.4.2. Be allowed to work while waiting for the results of the second step of the TB test when the results of the first step are negative for TB; and
  - 7.4.3. Comply with the requirements of the Centers for Disease Control Guidelines for Preventing the Transmission of Tuberculosis in Health Facilities Settings, 2005, if the person has either a positive TB test, or has had direct contact or potential for occupational exposure to Mycobacterium tuberculosis through shared air space with persons with infectious tuberculosis.
- 7.5. Employees, contracted employees, volunteers and independent contractors who have direct contact with clients who have a history of TB or a positive skin test shall have a symptomatology screen of a TB test.
- 7.6. The contractor shall maintain and store in a secure and confidential manner, a current personnel file for each employee, student, volunteer, and contracted staff. A personnel file shall include, at a minimum, the following:
  - 7.6.1. A completed application for employment or a resume, including:
  - 7.6.2. Identification data; and
  - 7.6.3. The education and work experience of the employee;
  - 7.6.4. A copy of the current job description or agreement, signed by the individual, that identifies the:
    - 7.6.4.1. Position title;
    - 7.6.4.2. Qualifications and experience; and
    - 7.6.4.3. Duties required by the position;
  - 7.6.5. Written verification that the person meets the contractor's qualifications for the assigned job description, such as school transcripts, certifications and licenses as applicable;
  - 7.6.6. A signed and dated record of orientation as required by 7.3.4 above;
  - 7.6.7. A copy of each current New Hampshire license, registration or certification in health care field and CPR certification, if applicable;
  - 7.6.8. Records of screening for communicable diseases results required in 7.4 above;
  - 7.6.9. Written performance appraisals for each year of employment including description of any corrective actions, supervision, or training determined by the person's supervisor to be necessary;
  - 7.6.10. Documentation of annual in-service education as required by 7.3.6 above;
  - 7.6.11. Information as to the general content and length of all continuing education or educational programs attended;





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- 7.6.12. A signed statement acknowledging the receipt of the contractor's policy setting forth the client's rights and responsibilities, including confidentiality requirements, and acknowledging training and implementation of the policy.
- 7.6.13. A statement, which shall be signed at the time the initial offer of employment is made and then annually thereafter, stating that he or she:
  - 7.6.13.1. Does not have a felony conviction in this or any other state;
  - 7.6.13.2. Has not been convicted of a sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation or pose a threat to the health, safety or well-being of a client; and
  - 7.6.13.3. Has not had a finding by the department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation of any person; and
- 7.6.14. Documentation of the criminal records check and any waivers per 7.2 above.
- 7.7. An individual need not re-disclose any of the matters in 7.6.13 and 7.6.14 above if the documentation is available and the contractor has previously reviewed the material and granted a waiver so that the individual can continue employment.
- 8. Clinical Supervision.
  - 8.1. Contractors shall comply with the following clinical supervision requirements for unlicensed counselors:
    - 8.1.1. Each unlicensed alcohol and drug counselor or Certified Recovery Support Worker (CRSW) shall be supervised by a New Hampshire-MLADC or LADC with the LCS credential at a ratio of one LADC to every 2 full-time equivalent positions that are unlicensed alcohol and drug counselors or CRSWs;
    - 8.1.2. Unlicensed counselors shall receive at least one hour of supervision for every 20 hours of direct client contact;
    - 8.1.3. Supervision shall be provided on an individual or group basis, or both, depending upon the employee's need, experience and skill level;
    - 8.1.4. Supervision shall include following techniques:
      - 8.1.4.1. Review of case records;
      - 8.1.4.2. Observation of interactions with clients;
      - 8.1.4.3. Skill development; and
      - 8.1.4.4. Review of case management activities; and
    - 8.1.5. Supervisors shall maintain a log of the supervision date, duration, content and who was supervised by whom;
    - 8.1.6. Individuals licensed or certified by the NH Board of Licensing for Alcohol and Other Drug Use Professionals shall receive supervision in accordance with RSA 330-C and the rules promulgated thereunder.
- 9. Clinical Services.
  - 9.1. Each contractor shall have and adhere to a clinical care manual which includes policies and procedures related to all clinical services provided.
  - 9.2. All clinical services provided shall:
    - 9.2.1. Focus on the client's strengths;
    - 9.2.2. Be sensitive and relevant to the diversity of the clients being served;
    - 9.2.3. Be client and family centered;
    - 9.2.4. Be trauma informed, which means designed to acknowledge the impact of violence and trauma on people's lives and the importance of addressing trauma in treatment; and
  - 9.3. Upon a client's admission, the contractor shall conduct a client orientation, either individually or by group, to include the following:



Exhibit K

- 9.3.1. Rules, policies, and procedures of the contractor, program, and facility;
  - 9.3.2. Requirements for successfully completing the program;
  - 9.3.3. The administrative discharge policy and the grounds for administrative discharge;
  - 9.3.4. All applicable laws regarding confidentiality, including the limits of confidentiality and mandatory reporting requirements; and
  - 9.3.5. Requiring the client to sign a receipt that the orientation was conducted.
  - 9.3.6. Upon a client's admission to treatment, the contractor shall conduct an HIV/AIDS screening, to include:
  - 9.3.7. The provision of information;
  - 9.3.8. Risk assessment;
  - 9.3.9. Intervention and risk reduction education, and
  - 9.3.10. Referral for testing, if appropriate, within 7 days of admission;
10. Treatment and Rehabilitation.
- 10.1. A LADC or unlicensed counselor under the supervision of a LADC shall develop and maintain a written treatment plan for each client in accordance with TAP 21: Addiction Counseling Competencies available at <http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1> which addresses all ASAM domains.
  - 10.2. Treatment plans shall be developed as follows:
    - 10.2.1. Within 7 days following admission to any residential program; and
    - 10.2.2. No later than the third session of an ambulatory treatment program.
  - 10.3. Individual treatment plans shall contain, at a minimum, the following elements:
    - 10.3.1. Goals, objectives, and interventions written in terms that are specific, measurable, attainable, realistic and timely.
    - 10.3.2. Identifies the recipient's clinical needs, treatment goals, and objectives;
    - 10.3.3. Identifies the client's strengths and resources for achieving goals and objectives in 10.3.1 above;
    - 10.3.4. Defines the strategy for providing services to meet those needs, goals, and objectives;
    - 10.3.5. Identifies referral to outside contractors for the purpose of achieving a specific goal or objective when the service cannot be delivered by the treatment program;
    - 10.3.6. Provides the criteria for terminating specific interventions; and
    - 10.3.7. Includes specification and description of the indicators to be used to assess the individual's progress.
    - 10.3.8. Documentation of participation by the client in the treatment planning process or the reason why the client did not participate; and
    - 10.3.9. Signatures of the client and the counselor agreeing to the treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.
  - 10.4. Treatment plans shall be updated based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent.
  - 10.5. Treatment plan updates shall include:
    - 10.5.1. Documentation of the degree to which the client is meeting treatment plan goals and objectives;
    - 10.5.2. Modification of existing goals or addition of new goals based on changes in the clients functioning relative to ASAM domains and treatment goals and objectives.



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- 10.5.3. The counselor's assessment of whether or not the client needs to move to a different level of care based on changes in functioning in any ASAM domain and documentation of the reasons for this assessment.
- 10.5.4. The signature of the client and the counselor agreeing to the updated treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.
- 10.6. In addition to the individualized treatment planning in 10.3 above, all contractors shall provide client education on:
  - 10.6.1. Substance use disorders;
  - 10.6.2. Relapse prevention;
  - 10.6.3. Infectious diseases associated with injection drug use, including but not limited to, HIV, hepatitis, and TB;
  - 10.6.4. Sexually transmitted diseases;
  - 10.6.5. Emotional, physical, and sexual abuse;
  - 10.6.6. Nicotine use disorder and cessation options;
  - 10.6.7. The impact of drug and alcohol use during pregnancy, risks to the fetus, and the importance of informing medical practitioners of drug and alcohol use during pregnancy
- 10.7. Group education and counseling
  - 10.7.1. The contractor shall maintain an outline of each educational and group therapy session provided.
  - 10.7.2. All group counseling sessions shall be limited to 12 clients or fewer per counselor.
- 10.8. Progress notes
  - 10.8.1. A progress note shall be completed for each individual, group, or family treatment or education session.
  - 10.8.2. Each progress note shall contain the following components:
    - 10.8.2.1. Data, including self-report, observations, interventions, current issues/stressors, functional impairment, interpersonal behavior, motivation, and progress, as it relates to the current treatment plan;
    - 10.8.2.2. Assessment, including progress, evaluation of intervention, and obstacles or barriers; and
    - 10.8.2.3. Plan, including tasks to be completed between sessions, objectives for next session, any recommended changes, and date of next session; and
- 10.9. Residential programs shall maintain a daily shift change log which documents such things as client behavior and significant events that a subsequent shift should be made aware of.
- 11. Client Discharge and Transfer.
  - 11.1. A client shall be discharged from a program for the following reasons:
    - 11.1.1. Program completion or transfer based on changes in the client's functioning relative to ASAM criteria;
    - 11.1.2. Program termination, including:
      - 11.1.2.1. Administrative discharge;
      - 11.1.2.2. Non-compliance with the program;
      - 11.1.2.3. The client left the program before completion against advice of treatment staff; and
    - 11.1.3. The client is inaccessible, such as the client has been jailed or hospitalized; and
  - 11.2. In all cases of client discharge or transfer, the counselor shall complete a narrative discharge summary, including, at a minimum:



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- 11.2.1. The dates of admission and discharge or transfer;
- 11.2.2. The client's psychosocial substance abuse history and legal history;
- 11.2.3. A summary of the client's progress toward treatment goals in all ASAM domains;
- 11.2.4. The reason for discharge or transfer;
- 11.2.5. The client's DSM 5 diagnosis and summary, to include other assessment testing completed during treatment;
- 11.2.6. A summary of the client's physical condition at the time of discharge or transfer;
- 11.2.7. A continuing care plan, including all ASAM domains;
- 11.2.8. A determination as to whether the client would be eligible for re-admission to treatment, if applicable; and
- 11.2.9. The dated signature of the counselor completing the summary.
- 11.3. The discharge summary shall be completed:
  - 11.3.1. No later than 7 days following a client's discharge or transfer from the program; or
  - 11.3.2. For withdrawal management services, by the end of the next business day following a client's discharge or transfer from the program.
- 11.4. When transferring a client, either from one level of care to another within the same certified contractor agency or to another treatment contractor, the counselor shall:
  - 11.4.1. Complete a progress note on the client's treatment and progress towards treatment goals, to be included in the client's record; and
  - 11.4.2. Update the client assessment and treatment plan.
- 11.5. When transferring a client to another treatment contractor, the current contractor shall forward copies of the following information to the receiving contractor, only after a release of confidential information is signed by the client:
  - 11.5.1. The discharge summary;
  - 11.5.2. Client demographic information, including the client's name, date of birth, address, telephone number, and the last 4 digits of his or her Social Security number; and
  - 11.5.3. A diagnostic assessment statement and other assessment information, including:
    - 11.5.3.1. TB test results;
    - 11.5.3.2. A record of the client's treatment history; and
    - 11.5.3.3. Documentation of any court-mandated or agency-recommended follow-up treatment.
- 11.6. The counselor shall meet with the client at the time of discharge or transfer to establish a continuing care plan that:
  - 11.6.1. Includes recommendations for continuing care in all ASAM domains;
  - 11.6.2. Addresses the use of self-help groups including, when indicated, facilitated self-help; and
  - 11.6.3. Assists the client in making contact with other agencies or services.
- 11.7. The counselor shall document in the client record if and why the meeting in Section 11.6 above could not take place.
- 11.8. A contractor may administratively discharge a client from a program only if:
  - 11.8.1. The client's behavior on program premises is abusive, violent, or illegal;
  - 11.8.2. The client is non-compliant with prescription medications;
  - 11.8.3. Clinical staff documents therapeutic reasons for discharge, which may include the client's continued use of illicit drugs or an unwillingness to follow appropriate clinical interventions; or



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11.8.4. The client violates program rules in a manner that is consistent with the contractor's progressive discipline policy.

12. Client Record System.

12.1. Each contractor shall have policies and procedures to implement a comprehensive client record system, in either paper form or electronic form, or both, that complies with this section.

The client record of each client served shall communicate information in a manner that is:

- 12.1.1. Organized into related sections with entries in chronological order;
- 12.1.2. Easy to read and understand;
- 12.1.3. Complete, containing all the parts; and
- 12.1.4. Up-to-date, including notes of most recent contacts.

12.2. The client record shall include, at a minimum, the following components, organized as follows:

12.2.1. First section, Intake/Initial Information:

12.2.1.1. Identification data, including the client's:

- 12.2.1.1.1. Name;
- 12.2.1.1.2. Date of birth;
- 12.2.1.1.3. Address;
- 12.2.1.1.4. Telephone number; and
- 12.2.1.1.5. The last 4 digits of the client's Social Security number;

12.2.1.2. The date of admission;

12.2.1.3. If either of these have been appointed for the client, the name and address of:

- 12.2.1.3.1. The guardian; and
- 12.2.1.3.2. The representative payee;

12.2.1.4. The name, address, and telephone number of the person to contact in the event of an emergency;

12.2.1.5. Contact information for the person or entity referring the client for services, as applicable;

12.2.1.6. The name, address, and telephone number of the primary health care contractor;

12.2.1.7. The name, address, and telephone number of the behavioral health care contractor, if applicable;

12.2.1.8. The name and address of the client's public or private health insurance contractor(s), or both;

12.2.1.9. The client's religious preference, if any;

12.2.1.10. The client's personal health history;

12.2.1.11. The client's mental health history;

12.2.1.12. Current medications;

12.2.1.13. Records and reports prepared prior to the client's current admission and determined by the counselor to be relevant; and

12.2.1.14. Signed receipt of notification of client rights;

12.2.2. Second section, Screening/Assessment/Evaluation:

12.2.2.1. Documentation of all elements of screening, assessment and evaluation required by Exhibit A, Sections 6 and 10.2;

12.2.3. Third section, Treatment Planning:

12.2.3.1. The individual treatment plan, updated at designated intervals in accordance with Sections 10.2 – 10.5 above; and



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- 12.2.3.2. Signed and dated progress notes and reports from all programs involved, as required by Section 10.8 above;
- 12.2.4. Fourth section, Discharge Planning:
  - 12.2.4.1. A narrative discharge summary, as required by Sections 11.2 and 11.3 above;
  - 12.2.5. Fifth section, Releases of Information/Miscellaneous:
    - 12.2.5.1. Release of information forms compliant with 42 CFR, Part 2;
    - 12.2.5.2. Any correspondence pertinent to the client; and
    - 12.2.5.3. Any other information the contractor deems significant.
- 12.3. If the contractor utilizes a paper format client record system, then the sections in Section 12.3 above shall be tabbed sections.
- 12.4. If the contractor utilizes an electronic format, the sections in Section 12.3 above shall not apply provided that all information listed in Section 12.3 above is included in the electronic record.
- 12.5. All client records maintained by the contractor or its sub-contractors, including paper files, facsimile transmissions, or electronic data transfers, shall be strictly confidential.
- 12.6. All confidential information shall be maintained within a secure storage system at all times as follows:
  - 12.6.1. Paper records and external electronic storage media shall be kept in locked file cabinets;
  - 12.6.2. All electronic files shall be password protected; and
  - 12.6.3. All confidential notes or other materials that do not require storage shall be shredded immediately after use.
  - 12.6.4. Contractors shall retain client records after the discharge or transfer of the client, as follows:
    - 12.6.4.1. For a minimum of 7 years for an adult; and
    - 12.6.4.2. For a minimum of 7 years after age of majority for children.
- 12.7. In the event of a program closure, the contractor closing its treatment program shall arrange for the continued management of all client records. The closing contractor shall notify the department in writing of the address where records will be stored and specify the person managing the records.
- 12.8. The closing contractor shall arrange for storage of each record through one or more of the following measures:
  - 12.8.1. Continue to manage the records and give written assurance to the department that it will respond to authorized requests for copies of client records within 10 working days;
  - 12.8.2. Transfer records of clients who have given written consent to another contractor; or
  - 12.8.3. Enter into a limited service organization agreement with another contractor to store and manage records.
- 13. Medication Services.
  - 13.1. No administration of medications, including physician samples, shall occur except by a licensed medical practitioner working within their scope of practice.
  - 13.2. All prescription medications brought by a client to program shall be in their original containers and legibly display the following information:
    - 13.2.1. The client's name;
    - 13.2.2. The medication name and strength;
    - 13.2.3. The prescribed dose;
    - 13.2.4. The route of administration;



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- 13.2.5. The frequency of administration; and
- 13.2.6. The date ordered.
- 13.3. Any change or discontinuation of prescription medications shall require a written order from a licensed practitioner.
- 13.4. All prescription medications, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be kept on the client's person or stored in the client's room, shall be stored as follows:
  - 13.4.1. All medications shall be kept in a storage area that is:
    - 13.4.1.1. Locked and accessible only to authorized personnel;
    - 13.4.1.2. Organized to allow correct identification of each client's medication(s);
    - 13.4.1.3. Illuminated in a manner sufficient to allow reading of all medication labels; and
    - 13.4.1.4. Equipped to maintain medication at the proper temperature;
  - 13.4.2. Schedule II controlled substances, as defined by RSA 318-B:1-b, shall be kept in a separately locked compartment within the locked medication storage area and accessible only to authorized personnel; and
  - 13.4.3. Topical liquids, ointments, patches, creams and powder forms of products shall be stored in a manner such that cross-contamination with oral, optic, ophthalmic, and parenteral products shall not occur.
- 13.5. Medication belonging to personnel shall not be accessible to clients, nor stored with client medication.
- 13.6. Over-the-counter (OTC) medications shall be handled in the following manner:
  - 13.6.1. Only original, unopened containers of OTC medications shall be allowed to be brought into the program;
  - 13.6.2. OTC medication shall be stored in accordance with Section 13.4 above.
  - 13.6.3. OTC medication containers shall be marked with the name of the client using the medication and taken in accordance with the directions on the medication container or as ordered by a licensed practitioner;
- 13.7. All medications self-administered by a client, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be taken by the client without supervision, shall be supervised by the program staff, as follows:
  - 13.7.1. Staff shall remind the client to take the correct dose of his or her medication at the correct time;
  - 13.7.2. Staff may open the medication container but shall not be permitted to physically handle the medication itself in any manner;
  - 13.7.3. Staff shall remain with the client to observe them taking the prescribed dose and type of medication;
- 13.8. For each medication taken, staff shall document in an individual client medication log the following:
  - 13.8.1. The medication name, strength, dose, frequency and route of administration;
  - 13.8.2. The date and the time the medication was taken;
  - 13.8.3. The signature or identifiable initials of the person supervising the taking of said medication; and
  - 13.8.4. The reason for any medication refused or omitted.
- 13.9. Upon a client's discharge:
  - 13.9.1. The client medication log in Section 13.8 above shall be included in the client's record; and
  - 13.9.2. The client shall be given any remaining medication to take with him or her
- 14. Notice of Client Rights



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- 14.1. Programs shall inform clients of their rights under these rules in clear, understandable language and form, both verbally and in writing as follows:
  - 14.1.1. Applicants for services shall be informed of their rights to evaluations and access to treatment;
  - 14.1.2. Clients shall be advised of their rights upon entry into any program and at least once a year after entry;
  - 14.1.3. Initial and annual notifications of client rights in Section 14 above shall be documented in the client's record; and
- 14.2. Every program within the service delivery system shall post notice of the rights, as follows:
  - 14.2.1. The notice shall be posted continuously and conspicuously;
  - 14.2.2. The notice shall be presented in clear, understandable language and form; and
  - 14.2.3. Each program and residence shall have on the premises complete copies of rules pertaining to client rights that are available for client review.
15. Fundamental Rights.
  - 15.1. No person receiving treatment for a substance use disorder shall be deprived of any legal right to which all citizens are entitled solely by reason of that person's admission to the treatment services system.
16. Personal Rights.
  - 16.1. Persons who are applicants for services or clients in the service delivery system shall be treated by program staff with dignity and respect at all times.
  - 16.2. Clients shall be free from abuse, neglect and exploitation including, at a minimum, the following:
    - 16.2.1. Freedom from any verbal, non-verbal, mental, physical, or sexual abuse or neglect;
    - 16.2.2. Freedom from the intentional use of physical force except the minimum force necessary to prevent harm to the client or others; and
    - 16.2.3. Freedom from personal or financial exploitation.
  - 16.3. Clients shall have the right to privacy.
17. Client Confidentiality
  - 17.1. All contractors shall adhere to the confidentiality requirements in 42 CFR part 2.
  - 17.2. In cases where a client, attorney or other authorized person, after review of the record, requests copies of the record, a program shall make such copies available free of charge for the first 25 pages and not more than 25 cents per page thereafter.
  - 17.3. If a minor age 12 or older is treated for drug abuse without parental consent as authorized by RSA 318:B12-a, the following shall apply:
    - 17.3.1. The minor's signature alone shall authorize a disclosure; and
    - 17.3.2. Any disclosure to the minor's parents or guardians shall require a signed authorization to release.
18. Client Grievances
  - 18.1. Clients shall have the right to complain about any matter, including any alleged violation of a right afforded by these rules or by any state or federal law or rule.
  - 18.2. Any person shall have the right to complain or bring a grievance on behalf of an individual client or a group of clients.
  - 18.3. The rules governing procedures for protection of client rights found at He-C 200 shall apply to such complaints and grievances.
19. Treatment Rights.
  - 19.1. Each client shall have the right to adequate and humane treatment, including:
    - 19.1.1. The right of access to treatment including:





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- 19.1.1.1. The right to evaluation to determine an applicant's need for services and to determine which programs are most suited to provide the services needed;
- 19.1.1.2. The right to provision of necessary services when those services are available, subject to the admission and eligibility policies and standards of each program; and
- 19.1.2. The right to quality treatment including:
  - 19.1.2.1. Services provided in keeping with evidence-based clinical and professional standards applicable to the persons and programs providing the treatment and to the conditions for which the client is being treated;
- 19.1.3. The right to receive services in such a manner as to promote the client's full participation in the community;
- 19.1.4. The right to receive all services or treatment to which a person is entitled in accordance with the time frame set forth in the client's individual treatment plan;
- 19.1.5. The right to an individual treatment plan developed, reviewed and revised in accordance with Sections 10.1 – 10.5 above which addresses the client's own goals;
- 19.1.6. The right to receive treatment and services contained in an individual treatment plan designed to provide opportunities for the client to participate in meaningful activities in the communities in which the client lives and works;
- 19.1.7. The right to service and treatment in the least restrictive alternative or environment necessary to achieve the purposes of treatment including programs which least restrict:
  - 19.1.7.1. Freedom of movement; and
  - 19.1.7.2. Participation in the community, while providing the level of support needed by the client;
- 19.1.8. The right to be informed of all significant risks, benefits, side effects and alternative treatment and services and to give consent to any treatment, placement or referral following an informed decision such that:
  - 19.1.8.1. Whenever possible, the consent shall be given in writing; and
  - 19.1.8.2. In all other cases, evidence of consent shall be documented by the program and shall be witnessed by at least one person;
- 19.1.9. The right to refuse to participate in any form of experimental treatment or research;
- 19.1.10. The right to be fully informed of one's own diagnosis and prognosis;
- 19.1.11. The right to voluntary placement including the right to:
  - 19.1.11.1. Seek changes in placement, services or treatment at any time; and
  - 19.1.11.2. Withdraw from any form of voluntary treatment or from the service delivery system;
- 19.1.12. The right to services which promote independence including services directed toward:
  - 19.1.12.1. Eliminating, or reducing as much as possible, the client's needs for continued services and treatment; and
  - 19.1.12.2. Promoting the ability of the clients to function at their highest capacity and as independently as possible;
- 19.1.13. The right to refuse medication and treatment;
- 19.1.14. The right to referral for medical care and treatment including, if needed, assistance in finding such care in a timely manner;
- 19.1.15. The right to consultation and second opinion including:
  - 19.1.15.1. At the client's own expense, the consultative services of:



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- 19.1.15.1.1. Private physicians;
- 19.1.15.1.2. Psychologists;
- 19.1.15.1.3. Licensed drug and alcohol counselors; and
- 19.1.15.1.4. Other health practitioners; and
- 19.1.15.2. Granting to such health practitioners reasonable access to the client, as required by Section 19.1.15, in programs and allowing such practitioners to make recommendations to programs regarding the services and treatment provided by the programs;
- 19.1.16. The right, upon request, to have one or more of the following present at any treatment meeting requiring client participation and informed decision-making:
  - 19.1.16.1. Guardian;
  - 19.1.16.2. Representative;
  - 19.1.16.3. Attorney;
  - 19.1.16.4. Family member;
  - 19.1.16.5. Advocate; or
  - 19.1.16.6. Consultant; and
- 19.1.17. The right to freedom from restraint including the right to be free from seclusion and physical, mechanical or pharmacological restraint.
- 19.2. No treatment professional shall be required to administer treatment contrary to such professional's clinical judgment.
- 19.3. Programs shall, whenever possible, maximize the decision-making authority of the client.
- 19.4. In furtherance of Section 19.3 above, the following provisions shall apply to clients for whom a guardian has been appointed by a court of competent jurisdiction:
  - 19.4.1. The program shall ensure that in the course of service provision, the guardian and all persons involved in the provision of service are made aware of the client's views, preferences and aspirations;
  - 19.4.2. A guardian shall only make decisions that are within the scope of the powers set forth in the guardianship order issued by the court;
  - 19.4.3. The program shall request a copy of the guardianship order from the guardian and the order shall be kept in the client's record at the program;
  - 19.4.4. If any issues arise relative to the provision of services and supports which are outside the scope of the guardian's decision-making authority as set forth in the guardianship order, the client's choice and preference relative to those issues shall prevail unless the guardian's authority is expanded by the court to include those issues;
  - 19.4.5. A program shall take such steps as are necessary to prevent a guardian from exceeding the decision-making authority granted by the court including:
    - 19.4.5.1. Reviewing with the guardian the limits on his or her decision-making authority; and
    - 19.4.5.2. If necessary, bringing the matter to the attention of the court that appointed the guardian;
  - 19.4.6. The guardian shall act in a manner that furthers the best interests of the client;
  - 19.4.7. In acting in the best interests of the client, the guardian shall take into consideration the views, preferences and aspirations of the client;
  - 19.4.8. The program shall take such steps as are necessary to prevent a guardian from acting in a manner that does not further the best interests of the client and, if necessary, bring the matter to the attention of the court that appointed the guardian; and



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- 19.4.9. In the event that there is a dispute between the program and the guardian, the program shall inform the guardian of his or her right to bring the dispute to the attention of the probate court that appointed the guardian.
20. Termination of Services.
- 20.1. A client shall be terminated from a contractor's service if the client:
- 20.1.1. Endangers or threatens to endanger other clients or staff, or engages in illegal activity on the property of the program;
  - 20.1.2. Is no longer benefiting from the service(s) he or she is receiving;
  - 20.1.3. Cannot agree with the program on a mutually acceptable course of treatment;
  - 20.1.4. Refuses to pay for the services that he or she is receiving despite having the financial resources to do so; or
  - 20.1.5. Refuses to apply for benefits that could cover the cost of the services that he or she is receiving despite the fact that the client is or might be eligible for such benefits.
- 20.2. A termination from a contractor's services shall not occur unless the program has given both written and verbal notice to the client and client's guardian, if any, that:
- 20.2.1. Give the effective date of termination;
  - 20.2.2. List the clinical or management reasons for termination; and
  - 20.2.3. Explain the rights to appeal and the appeal process pursuant to He-C 200.
- 20.3. A contractor shall document in the record of a client who has been terminated that:
- 20.3.1. The client has been notified of the termination; and
  - 20.3.2. The termination has been approved by the program director.
21. Client Rights in Residential Programs.
- 21.1. In addition to the foregoing rights, clients of residential programs shall also have the following rights:
- 21.1.1. The right to a safe, sanitary and humane living environment;
  - 21.1.2. The right to privately communicate with others, including:
    - 21.1.2.1. The right to send and receive unopened and uncensored correspondence;
    - 21.1.2.2. The right to have reasonable access to telephones and to be allowed to make and to receive reasonable numbers of telephone calls except that residential programs may require a client to reimburse them for the cost of any calls made by the client;
    - 21.1.2.3. The right to receive and to refuse to receive visitors except that residential programs may impose reasonable restrictions on the number and time of visits in order to ensure effective provision of services; and
  - 21.1.3. The right to engage in social and recreational activities including the provision of regular opportunities for clients to engage in such activities;
  - 21.1.4. The right to privacy, including the following:
    - 21.1.4.1. The right to courtesies such as knocking on closed doors before entering and ensuring privacy for telephone calls and visits;
    - 21.1.4.2. The right to opportunities for personal interaction in a private setting except that any conduct or activity which is illegal shall be prohibited; and
    - 21.1.4.3. The right to be free from searches of their persons and possessions except in accordance with applicable constitutional and legal standards;
  - 21.1.5. The right to individual choice, including the following:
    - 21.1.5.1. The right to keep and wear their own clothes;
    - 21.1.5.2. The right to space for personal possessions;
    - 21.1.5.3. The right to keep and to read materials of their own choosing;
    - 21.1.5.4. The right to keep and spend their own money; and



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- 21.1.5.5. The right not to work and to be compensated for any work performed, except that:
    - 21.1.5.5.1. Clients may be required to perform personal housekeeping tasks within the client's own immediate living area and equitably share housekeeping tasks within the common areas of the residence, without compensation; and
    - 21.1.5.5.2. Clients may perform vocational learning tasks or work required for the operation or maintenance of a residential program, if the work is consistent with their individual treatment plans and the client is compensated for work performed; and
  - 21.1.6. The right to be reimbursed for the loss of any money held in safekeeping by the residence.
  - 21.2. Nothing in Section 21 shall prevent a residence from having policies governing the behavior of the residents.
  - 21.3. Clients shall be informed of any house policies upon admission to the residence.
  - 21.4. House policies shall be posted and such policies shall be in conformity with this section.
  - 21.5. House policies shall be periodically reviewed for compliance with this section in connection with quality assurance site visits.
  - 21.6. Notwithstanding Section 21.1.4.3 above, contractors may develop policies and procedures that allow searches for alcohol and illicit drugs be conducted:
    - 21.6.1. Upon the client's admission to the program; and
    - 21.6.2. If probable cause exists, including such proof as:
      - 21.6.2.1. A positive test showing presence of alcohol or illegal drugs; or
      - 21.6.2.2. Showing physical signs of intoxication or withdrawal.



43.11

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**State of New Hampshire  
Department of Health and Human Services  
Amendment #2 to the  
Substance Use Disorder Treatment and Recovery Support Services Contract**

This 2<sup>nd</sup> Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment 2") dated this 15<sup>th</sup> day of May, 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and The Youth Council (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 112 West Pearl Street, Nashua, NH 03060.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on March 23, 2016 (Item #6), and amended by an agreement (Amendment #1 to the Contract) approved on June 29, 2016 (Item #25) by Governor and Executive Council, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18, and Exhibit C-1 Paragraph 3, the Department reserves the right to renew the Contract for up to two additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council; and

WHEREAS, the parties agree to extend the completion date of the agreement by three (3) months, and increase the price limitation.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

1. General Provisions (Form P-37), Block 1.6, to add Account Numbers:  
05-095-092-920510-33820000-102-500734  
05-095-092-920510-33840000-102-500734
2. General Provisions (Form P-37), Block 1.7, to read September 30, 2017.
3. General Provisions (Form P-37), Block 1.8, to increase Price Limitation to read: \$122,500.
4. General Provisions (Form P-37), Block 1.9, to read Jonathan V. Gallo, Esq., Interim Director of Contracts and Procurement.
5. General Provisions (Form P-37), Block 1.10 to read 603-271-9246.
6. Add to Exhibit A, Section 1.3 to read:
  - 1.3 Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennium.

**New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services**



This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

5/25/17  
Date

[Signature]  
Katja S. Fox  
Director

The Youth Council

5/16/2017  
Date

[Signature]  
Name: Elizabeth B. Hurdle  
Title: Executive Director

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Hillsborough on May 16, 2017, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

[Signature]  
Signature of Notary Public or Justice of the Peace

Lawrence C. Szetela  
Name and Title of Notary or Justice of the Peace **LAWRENCE C. SZETELA  
Justice of the Peace - New Hampshire  
My Commission Expires September 4, 2018**

My Commission Expires: \_\_\_\_\_

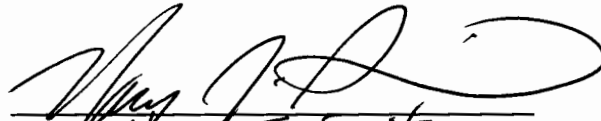
**New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services**



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6/5/2017  
Date

  
Name: Nancy J. Smith  
Title: Sr. Asst. Atty General

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

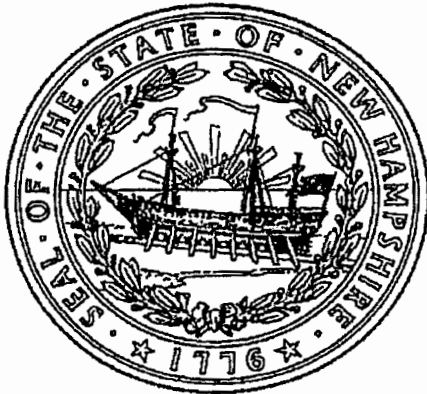
# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that THE YOUTH COUNCIL is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on January 14, 1975. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 61917



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire.  
this 28th day of March A.D. 2017.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State



# CERTIFICATE OF VOTE

I, Laurence C. Szetela do hereby certify that:  
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of The Youth Council  
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of  
the Agency duly held on March 19, 2009  
(Date)

**RESOLVED:** That the Executive Director  
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to  
execute any and all documents, agreements and other instruments, and any amendments, revisions,  
or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of  
the 16<sup>th</sup> day of May 2017.  
(Date Contract Signed)

4. Elizabeth G. Houde is the duly elected Executive Director  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Laurence C. Szetela  
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 16 day of May, 2017.

By Laurence C. Szetela  
(Name of Elected Officer of the Agency)

Peter Houde  
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: FEB 28 2019



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/2/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Eaton & Berube Insurance Agency 11 Concord Street Nashua NH 03061		<b>CONTACT NAME:</b> Cathy Beauregard <b>PHONE (A/C, No, Ext):</b> 603-689-7229 <b>E-MAIL ADDRESS:</b> cbeauregard@eatonberube.com <b>FAX (A/C, No):</b>	
<b>INSURED</b> YOUCO The Youth Council, Inc & NH Teen Institute 110-115 West Pearl Street Nashua NH 03060		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Philadelphia Insurance Companies INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		<b>NAIC #</b>	

**COVERAGES**                                  **CERTIFICATE NUMBER:** 604514048                                  **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			PHPK1182552	6/18/2016	6/18/2017	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
							MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$3,000,000
							PRODUCTS - COMP/OP AGG	\$3,000,000
								\$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PHPK1182552	6/18/2016	6/18/2017	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			PHUB461021	6/18/2016	6/18/2017	EACH OCCURRENCE	\$1,000,000
							AGGREGATE	\$1,000,000
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS	OTHER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Professional Liability			PHPK1182552	6/18/2016	6/18/2017	\$1,000,000 \$3,000,000	Each Claim Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

<b>CERTIFICATE HOLDER</b> DHHS 129 Pleasant Street Concord NH 03301	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b> 

CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: Eaton&Berube Insurance, 11 Concord St. Nashua, NH 03064. 603 882-2766. CONTACT NAME: Cathy Beuregard. PHONE: 603 882-2766. FAX: 603-886-4230. E-MAIL: cbeuregard@eatonberube.com. INSURER(S) AFFORDING COVERAGE: Philadelphia Insurance Companie.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

Table with columns: INSR LTR, TYPE OF INSURANCE, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, Workers Compensation and Employers' Liability, and Professional Liab.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER CANCELLATION

CERTIFICATE HOLDER: NH DHHS, 129 Pleasant St. Concord, NH 03301. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: Marc R Berube



# CERTIFICATE OF LIABILITY INSURANCE

VNY  
R054DATE (MM/DD/YYYY)  
6/2/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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<b>PRODUCER</b> AUTOMATIC DATA PRCSNG INS AGCY/NE 250719 P: F: PO BOX 33015 SAN ANTONIO TX 78265	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC#
	INSURER A: Hartford Ins Co of the Midwest	37478
<b>INSURED</b> THE YOUTH COUNCIL, INC. 112 W PEARL ST NASHUA NH 03060	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR BYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE  DED \$      RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		76 WEG NP3067	06/18/2016	06/18/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$100,000 E.L. DISEASE- EA EMPLOYEE \$100,000 E.L. DISEASE - POLICY LIMIT \$500,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
Those usual to the Insured's Operations. NH States is covered under WC Policy.

<b>CERTIFICATE HOLDER</b> New Hampshire Department of Health and Human Services 129 PLEASANT ST CONCORD, NH 03301	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. <b>AUTHORIZED REPRESENTATIVE</b> 
-------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------



# CERTIFICATE OF LIABILITY INSURANCE

RAH  
R054DATE (MM/DD/YYYY)  
6/1/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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<b>PRODUCER</b> AUTOMATIC DATA PRCSNG INS AGCY/NE 250719 P: F: PO BOX 33015 SAN ANTONIO TX 78265	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Ins Co of the Midwest	
<b>INSURED</b> THE YOUTH COUNCIL, INC. 112 W PEARL ST NASHUA NH 03060	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR HYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED: RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		76 WEG NP3067	06/18/2017	06/18/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$100,000 E.L. DISEASE - EA EMPLOYEE \$100,000 E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations. NH States is covered under WC Policy.

**CERTIFICATE HOLDER****CANCELLATION**

New Hampshire  
 Department of Health and Human Services  
 129 PLEASANT ST  
 CONCORD, NH 03301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Joe Tailor*



## MISSION STATEMENT

Our mission is to build strong families – free from abuse, neglect, alcohol and other drug addiction through counseling, outreach and prevention.

**THE YOUTH COUNCIL, INC.**

**Financial Statements**

**For The Year Ended June 30, 2016**



P.A., Certified Public Accountants

## Independent Auditors' Report

To The Board of Directors  
The Youth Council, Inc.  
Nashua, New Hampshire

We have audited the accompanying financial statements of The Youth Council, Inc., which comprise the statement of financial position as of June 30, 2016 and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

### ***Management's Responsibility for the Financial Statements***

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### ***Auditor's Responsibility***

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

451 Amherst St.  
Nashua, N.H. 03063  
(603) 886-1900



***Opinion***

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of The Youth Council, Inc. as of June 30, 2016, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

*Audye & Schultz PA*

Nashua, NH  
January 17, 2017

**THE YOUTH COUNCIL, INC.**  
**STATEMENT OF FINANCIAL POSITION**  
June 30, 2016

<b>ASSETS</b>	
<b><u>CURRENT ASSETS</u></b>	
Cash	\$ 43,579
Accounts receivable, net of allowance for bad debt of \$500	37,052
Promises to give	49,225
Prepaid expenses	2,944
	132,800
<b><u>PROPERTY &amp; EQUIPMENT</u></b>	
Building	289,622
Land	28,397
Furniture & fixtures	48,112
Building improvements	282,815
	648,946
Less accumulated depreciation	375,466
	273,480
<b><u>OTHER ASSET</u></b>	
Loan fees, net of amortization of \$1,035	3,744
	\$ 410,024
<b>LIABILITIES AND NET ASSETS</b>	
<b><u>CURRENT LIABILITIES</u></b>	
Current portion of long-term debt	\$ 8,941
Accounts payable and accrued expenses	26,819
Accrued payroll	16,250
Accrued select time	7,573
Accrued and withheld payroll taxes	1,243
	60,826
<b><u>LONG-TERM DEBT</u></b> , net of current portion	336,296
<b><u>OTHER LIABILITIES</u></b>	
Security deposit	3,933
<b><u>NET ASSETS</u></b>	
Unrestricted (deficit)	(48,742)
Temporarily restricted	57,711
	8,969
	\$ 410,024

The Accompanying Notes Are An Integral Part  
of These Financial Statements.

**THE YOUTH COUNCIL, INC.**  
**STATEMENT OF ACTIVITIES**  
For The Year Ended June 30, 2016

	Unrestricted	Temporarily Restricted	Total
<b><u>SUPPORT AND REVENUE</u></b>			
Support			
NH Division of Alcohol and Drug Abuse Prevention and Recovery	\$ 93,083	\$ -	\$ 93,083
NH Dept of Juvenile Justice	39,700	-	39,700
Grants	16,049	-	16,049
City of Nashua	75,884	36,500	112,384
United Way	39,677	12,725	52,402
Contributions	14,577	-	14,577
Special events	6,301	-	6,301
	<u>285,271</u>	<u>49,225</u>	<u>334,496</u>
Revenue			
Client fees and third party reimbursements	58,086	-	58,086
Consulting services	67,124	-	67,124
Other	1,615	-	1,615
Commercial rental - income	54,850	-	54,850
Commercial rental - expenses Note E	(42,276)	-	(42,276)
	<u>139,399</u>	<u>-</u>	<u>139,399</u>
<b>TOTAL SUPPORT &amp; REVENUE</b>	<b>424,670</b>	<b>49,225</b>	<b>473,895</b>
<b>NET ASSETS RELEASED FROM RESTRICTIONS:</b>			
Satisfaction of time restrictions	49,115	(49,115)	-
Satisfaction of purpose restrictions	1,200	(1,200)	-
	<u>474,985</u>	<u>(1,090)</u>	<u>473,895</u>
<b><u>EXPENSES</u></b>			
Program services			
Family Abuse & Neglect	111,149	-	111,149
Delinquent & Pre-delinquent	174,552	-	174,552
Treatment & Prevention of Substance Abuse	90,719	-	90,719
Consulting Services	56,587	-	56,587
	<u>433,007</u>	<u>-</u>	<u>433,007</u>
Management and General	41,717	-	41,717
Fundraising	4,569	-	4,569
	<u>479,293</u>	<u>-</u>	<u>479,293</u>
<b>TOTAL EXPENSES</b>	<b>479,293</b>	<b>-</b>	<b>479,293</b>
<b>DECREASE IN NET ASSETS</b>	<b>(4,308)</b>	<b>(1,090)</b>	<b>(5,398)</b>
<b>NET ASSETS (DEFICIT), Beginning of Year</b>	<b>(44,434)</b>	<b>58,801</b>	<b>14,367</b>
<b>NET ASSETS (DEFICIT), End of Year</b>	<b>\$ (48,742)</b>	<b>\$ 57,711</b>	<b>\$ 8,969</b>

The Accompanying Notes Are An Integral Part  
of These Financial Statements.

**THE YOUTH COUNCIL, INC.**  
**STATEMENT OF FUNCTIONAL EXPENSES**  
For The Year Ended June 30, 2016

**PROGRAM SERVICES**

	Family Abuse & Neglect	Delinquent & Pre-delinquent	Treatment & Prevention of Substance Abuse	Consulting Services	Total Program Services	Management & General	Fundraising	Total
Salaries - staff - Note H	\$ 80,589	\$ 103,296	\$ 53,531	\$ 46,803	\$ 284,219	\$ 15,174	\$ 2,009	\$ 301,402
Payroll taxes	6,209	7,959	4,124	3,606	21,898	1,508	155	23,561
Health insurance	8,410	10,780	5,586	4,884	29,660	2,043	210	31,913
Audit	-	-	-	-	-	5,800	-	5,800
Bad debt	-	-	3,247	-	3,247	-	-	3,247
Bank charges	-	-	-	-	-	3,008	-	3,008
Computer supplies & services	1,463	2,028	971	-	4,462	970	119	5,551
Consultant	-	-	975	-	975	-	-	975
Dues & subscriptions	-	50	167	-	217	2,247	-	2,464
Fundraising	-	-	-	-	-	-	1,413	1,413
Insurance	1,724	2,390	1,146	-	5,260	1,143	141	6,544
Interest	1,089	2,089	1,270	-	4,448	875	10	5,333
Maintenance & repairs	2,355	4,518	2,746	-	9,619	1,891	22	11,532
Marketing	-	-	-	-	-	504	-	504
Meetings	164	228	109	-	501	109	13	623
Miscellaneous	677	938	450	-	2,065	461	55	2,581
Office expense & supplies	1,146	1,588	761	-	3,495	760	93	4,348
Other fees	20	27	13	-	60	13	2	75
Parking	996	1,380	662	-	3,038	661	81	3,780
Postage	426	590	283	-	1,299	282	35	1,616
Printing	72	100	48	-	220	48	6	274
Program costs	184	26,930	9,136	1,294	37,544	-	-	37,544
Supplies	180	249	120	-	549	119	15	683
Telephone	1,142	1,582	758	-	3,482	757	93	4,332
Training	306	424	203	-	933	203	25	1,161
Travel	493	683	327	-	1,503	327	40	1,870
Utilities	1,407	2,700	1,641	-	5,748	1,130	13	6,891
<b>Total Expenses Before Depreciation and Amortization</b>	<b>109,052</b>	<b>170,529</b>	<b>88,274</b>	<b>56,587</b>	<b>424,442</b>	<b>40,033</b>	<b>4,550</b>	<b>469,025</b>
Depreciation and amortization expense	2,097	4,023	2,445	-	8,565	1,684	19	10,268
<b>Total Expenses</b>	<b>\$ 111,149</b>	<b>\$ 174,552</b>	<b>\$ 90,719</b>	<b>\$ 56,587</b>	<b>\$ 433,007</b>	<b>\$ 41,717</b>	<b>\$ 4,569</b>	<b>\$ 479,293</b>

The Accompanying Notes Are An Integral Part  
of These Financial Statements.

**THE YOUTH COUNCIL, INC.**  
**STATEMENT OF CASH FLOWS**  
For The Year Ended June 30, 2016

**CASH FLOWS FROM OPERATING ACTIVITIES**

Decrease in net assets	\$ (5,398)
Adjustments to reconcile decrease in net assets to net cash provided by operating activities:	
Depreciation and amortization (Program expense)	10,268
Depreciation and amortization (Rental expense)	12,924
Change in assets and liabilities:	
(Increase) decrease in accounts receivable	4,248
(Increase) decrease in promises to give	(110)
(Increase) decrease in prepaid expenses	1,121
Increase (decrease) in accounts payable	4,497
Increase (decrease) in deferred revenue and refundable advances	(8,100)
Increase (decrease) in accrued payroll, select time and withheld payroll taxes	<u>(785)</u>
Net cash provided by operating activities	<u>18,665</u>

**CASH FLOWS FROM INVESTING ACTIVITIES**

Purchase of equipment	(3,200)
Increase in security deposit	<u>1,200</u>
Net cash used in investing activities	<u>(2,000)</u>

**CASH FLOWS FROM FINANCING ACTIVITIES**

Payment of long term debt	<u>(8,267)</u>
Net cash used in financing activities	<u>(8,267)</u>
Net increase in cash and cash equivalents	8,398
Cash and cash equivalents, beginning of year	<u>35,181</u>
Cash and cash equivalents, end of year	<u>\$ 43,579</u>

The Accompanying Notes Are An Integral Part  
of These Financial Statements.

**THE YOUTH COUNCIL, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
For The Year Ended June 30, 2016

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**NOTE A. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

Nature of Activities

The Agency provides counseling, diversion programs, and onsite services designed to strengthen families, improve decision-making skills, and reduce involvement with the legal system for children, teens, and families struggling with abuse, neglect, substance abuse, behavioral difficulties, and parenting stress. Additional services provided to third parties relating to drug programs and counseling to various schools and organizations.

Accounting Method

Support, revenue and expenses are recorded on the accrual basis of accounting. Contract revenue is recognized when services are rendered. Donations are recorded when unconditionally pledged. Expenses are recorded when the obligation has been incurred.

Contributions of donated non-cash assets are recorded at their fair value in the period received. Contributions of donated services that create or enhance non-financial assets or that require specialized skills, which are provided by individuals possessing those skills, and would typically need to be purchased if not provided by donation, are recorded at their fair values in the period received.

Promises to Give

Contributions are recognized when the donor makes a promise to give to the Agency that is, in substance, unconditional. Contributions that are restricted by the donor are reported as increases in unrestricted net assets if the restrictions expire in the fiscal year in which the contributions are recognized. All other donor-restricted contributions are reported as increases in temporarily or permanently restricted net assets depending on the nature of the restrictions. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets.

Financial Statement Presentation

The Agency reports information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, and temporarily and permanently restricted net assets.

Unrestricted net assets – Net assets that are not subject to donor-imposed stipulations. All contributions are considered to be available for unrestricted use unless specifically restricted by donor.

**THE YOUTH COUNCIL, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
For The Year Ended June 30, 2016

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NOTE A. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Financial Statement Presentation (Continued)

Temporarily and permanently restricted net assets – Net assets subject to donor-imposed stipulations that may or will be met, either by actions of the Agency or the passage of time, or are permanent in nature. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions.

Accounts Receivable

The Agency utilizes the reserve method of accounting for bad debts. Management determines the allowance based on its historical information and a review of the individual balances. A reserve of \$500 was required as of June 30, 2016.

Property, Equipment and Depreciation

Property and equipment is recorded at cost (or fair market value if donated) and is depreciated using the straight-line method over estimated useful lives as follows:

<u>Description</u>	<u>Life</u>
Building	30 years
Furniture & fixtures	3-7 years
Building improvements	7-31.5 years

Other Assets

Loan fees are being amortized on the straight line basis over ten years. Amortization expense for the year ended June 30, 2016, was \$478.

Cash Flows

For purposes of the statement of cash flows, the Agency considers all short-term securities purchased with a maturity of three months or less to be cash equivalents.

**THE YOUTH COUNCIL, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
For The Year Ended June 30, 2016

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NOTE A. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Income Taxes

The Youth Council, Inc. is generally exempt from income taxes pursuant to the Internal Revenue Code Section 501(c)(3). However, income from certain activities not directly related to the Organization's tax-exempt purpose is subject to taxation as unrelated business income.

The current year unrelated business income tax is zero.

The Agency's income tax filings are subject to audit by various taxing authorities. As of June 30, 2016, the Agency's open audit periods included years ending June 30, 2013 through 2016. The Agency believes it has met all the requirements to maintain its not-for-profit status.

Functional Allocation of Expenses

The costs of providing the various programs and other activities have been summarized on a functional basis. Accordingly, costs have been allocated among the programs and supporting services benefited.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the period. Actual results could differ from those estimates.

NOTE B. NOTE PAYABLE

The Youth Council, Inc. was obligated on the following note at June 30, 2016:

Note payable bank, interest at 4.5%, payable in monthly installments of \$2,022, secured by real estate. In May 2024 the remaining principal becomes a demand note	\$ 345,237
Less current portion	<u>8,941</u>
	<u>\$ 336,296</u>



**THE YOUTH COUNCIL, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
For The Year Ended June 30, 2016

**NOTE B. NOTE PAYABLE (Continued)**

Annual principal payments for the next five fiscal years are as follows:

<u>Fiscal Year End June 30,</u>	<u>Principal</u>
2017	\$ 8,941
2018	9,351
2019	9,781
2020	10,230
2021	10,700
Thereafter	<u>296,234</u>
	<u>\$ 345,237</u>

**NOTE C. REVOLVING LINE OF CREDIT**

The Agency has a \$25,000 revolving line of credit with Enterprise Bank and Trust that was unused as of June 30, 2016. Amounts borrowed on the credit line are payable on demand and carry an interest rate of prime rate plus 1% (4.5% at June 30, 2016). The credit line is secured by an interest in all The Youth Council, Inc.'s assets and assignment of rents.

**NOTE D. SATISFACTION OF USAGE RESTRICTIONS**

Net assets are released from donor restrictions by incurring expenses that satisfy use restrictions or the passage of time restrictions.

The following net assets were released from restrictions during the year ended June 30, 2016:

Program and management services	\$ 50,315
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**NOTE E. COMMERCIAL RENTAL EXPENSES**

Rental expenses relate to the 66.6% of the Agency's building that was rented to others and consist of the following:

Depreciation & amortization	\$ 12,924
Tax preparation	500
Insurance	8,580
Building repairs	2,035
Utilities	6,892
Interest	10,668
Real estate taxes	<u>677</u>
	<u>\$ 42,276</u>

**THE YOUTH COUNCIL, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
For The Year Ended June 30, 2016

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**NOTE F. PENSION PLAN**

The Agency adopted a qualified 403(b) retirement plan for employees who are at least 21 years of age, working at least 30 hours per week, and have completed 30 days of employment. The plan allows for employee contributions in accordance with the Internal Revenue Code. There is no provision for a contribution by the Agency.

**NOTE G. RESTRICTED NET ASSETS**

Temporarily restricted assets result from funding, which has either a time or usage restriction placed on it by the funding source. The balance consists of the following amounts allocated to the following year:

United Way	\$ 12,725
Program support	8,486
City of Nashua	<u>36,500</u>
	<u>\$ 57,711</u>

**NOTE H. MANAGEMENT SERVICES AFFILIATE**

The Agency was engaged by an unrelated party to provide bookkeeping services. Service fees totaling \$4,404 were recorded as a reduction of administrative staff payroll in the accompanying Statement of Functional Expenses.

**NOTE I. FAIR VALUE OF FINANCIAL INSTRUMENTS**

The carrying amounts of financial instruments including cash, accounts receivable, accounts payable and short-term debt approximated fair value as of June 30, 2016, because of the relatively short maturity of these instruments. The recorded values of notes payable and long-term debt approximate their fair values, as interest approximates market rates.

**NOTE J. SUBSEQUENT EVENTS**

Management has evaluated events through date January 17, 2017, the date that the financial statements were available to be issued.

<p><b>PRESIDENT</b>                  Christine Stein (2011)</p> <p>[REDACTED]</p>	<p><b>John Phelan (2015)</b></p> <p>[REDACTED]</p>	<p><b>Jesse Wilson (2017)</b></p> <p>[REDACTED]</p>
<p><b>VICE PRESIDENT</b>                  Sgt. Todd Martyny (2013)</p> <p>[REDACTED]</p>	<p><b>Sue Mathias (2017)</b></p> <p>[REDACTED]</p>	
<p><b>TREASURER</b>                  Larry Szetela (1989) <i>Past President</i></p> <p>[REDACTED]</p>	<p><b>Carol Powis (2015)</b>                  Business Development Consultant</p> <p>[REDACTED]</p>	
<p><b>SECRETARY</b>                  Carolyn Oguda (2011)</p> <p>[REDACTED]</p>	<p><b>Janet Valuk (2015)</b></p> <p>[REDACTED]</p>	
<p><b>Betsy Houde</b> (non-member), Executive Director (1996)                  112 W. Pearl Street                  Nashua, NH 03060                  bhoud@theyouthcouncil.org</p>		<p>[REDACTED]</p>

# ELIZABETH G. HOUDE

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## SUMMARY

Proven professional providing proactive leadership for nonprofits and community coalitions. Skills include leading teams, communicating effectively, analyzing data, solving problems, building infrastructure and implementing ideas. In addition, I am a compelling speaker, presenter, writer and am skilled at developing and managing budgets.

## STRATEGIC LEADERSHIP

**Consultant/Coordinator.** NH Juvenile Court Diversion Network, Concord, NH, 2013 – present. Initially subcontracted through Community Health Institute to improve the quality, visibility and sustainability of 16 accredited juvenile court diversion programs in NH, transitioned to Coordinator in 2015 to leverage new funding sources and develop systems.

**Executive Director.** The Youth Council, Nashua, NH, 1996 – present. Spearheaded infrastructure-building effort of 23-year-old nonprofit to offer innovative, award-winning programs with outcome measures and evidence-based practices. Developed numerous contractual relationships with area schools, police and other nonprofits. Recognized with several awards including:

**Alcohol and Other Drug Services Providers Association** *Treatment Provider of the Year* (2014)

**New Futures, Dr. Tom Fox Excellence Award** (2013)

**Nashua Telegraph**, named one of *Greater Nashua's 25 Extraordinary Women* (2013).

**Rotary Club of Nashua West**, *Award of Excellence, Creative Idea Award* (2006).

**WMUR and Citizens Bank**, *Community Champion* (2002).

**New Hampshire Children's Trust Fund**, *Outstanding management in program evaluation* (2000).

**NH Governor Jeanne Shaheen**, *Commendation for excellence in leadership* (1999).

**Rivier University**, *Distinguished contributions to students and the community* (1999).

**Drug-Free Communities Consultant.** Contracted with Merrimack Safeguard (2010 – present) and Nashua Prevention Coalition (2014 – present) to assist with assessment, capacity building and planning for community coalitions awarded federal Drug-Free Communities grants. Collected and analyzed data, facilitated development of logic model and action plans, built infrastructure including volunteer leadership, by law creation and branding. Wrote successful application to continue Merrimack's coalition work for an additional five years.

**Executive Director.** NH Teen Institute, 2007 - 2010. Facilitated sustainability of 24-year-old nonprofit. Revitalized mission, introduced evidence-based practice, spearheaded shift to the next developmental stage. Facilitated board transition, policies and practices toward heightened accountability. Transitioned to new leadership in January 2011.

## STATEWIDE SYSTEMS IMPROVEMENT

**Governor's Commission on Alcohol and Other Drugs.** Public Member. 2001 – 2013. Appointed to an advisory capacity regarding the effective and coordinated substance abuse service delivery. Executive Committee member. Prevention Task Force, 2010 – present.

**Reclaiming Futures.** Advisory Board. 2002 – 2007. Appointed to NH District Court's initiative to connect courts, communities and substance-involved youth. Reviewed best practices toward developing coordinated system of care.

**New Futures.** 2001 – 2005. Member, Board of Directors, 2001 - 2003. Appointed to board devoted to policy and programming reducing underage drinking and increasing access to treatment. Served on Executive Committee. Invited to join National Advisory Board of Adolescent Treatment Initiative in 2004.

**Endowment for Health.** 1999 – 2002. Appointed by Attorney General as founding board member of \$85million health care conversion foundation. Served on steering committee, named co-chair of first Program Development Committee, and as board liaison to grant review team recommending \$2.5million of initial grant awards.

## COMMUNICATION SKILLS

**Web Design.** Designed and manage multiple web sites including NH Court Diversion Network, Merrimack Safeguard, Nashua Prevention Coalition, Empty Nest Glassworks, Houde Studios (all WordPress) and The Youth Council (Accrisoft Freedom).

**Leadership Fellow,** Robert Wood Johnson Foundation, 2002 - 2006. Selected as one of 10 emerging leaders toward building personal and professional leadership skills. Authored *Leaders Unmasked: A Celebration of Guts and Grace*.

**Director of Program Management /Community Relations,** 1993-1996. Nashua Children's Home, Nashua, New Hampshire. Promoted to created positions, presented at workshops from Boys Town to Washington, DC.

**Clinical Experience,** 1983-1993. Nashua Children's Home. Counseled children, teens and families. Served as Family Program Supervisor, Therapist and Residential Counselor.

## COMMUNITY LEADERSHIP

**President,** 2013-14. Rotary Club of Nashua West. Member, 1997 - present. Board of Directors 2008 – 2015. Membership chair 2007- 2012. Volunteer Coordinator 2004 – present; Special Projects chair 2005 – 2007;

**Leadership Greater Nashua,** a program of the Nashua Chamber of Commerce, 1999.

**Community Needs Assessment Committee,** 1999 – present. United Way of Greater Nashua.

**Nashua Mayor's Task Force on Youth.** 1997 – 2002.

**Rivier College Counseling Advisory Board.** 1993 - 2000.

**Child Welfare Advisory Board.** 1997–2000.

**State Leadership Team.** Concord, NH. 1995 - 1996.

**Network.** Nashua, NH. 1993 - 1997.

**Child Welfare League of America.** Washington, DC. 1993 - 1996. Served on *Family-Focused Working Group* comprised of leaders in family- centered care from around the country. Contributed two articles to CWLA's *Mapping a New Direction Resource Guide*.

## SMALL BUSINESS OWNER

**Lampwork Artist,** Empty Nest Glassworks, 2008 – 2016. Launched small business hand-melting glass gifts using oxygen/propane torch and glass rods. Developed web site, all marketing materials and launched Facebook fan page with over 175 members. Member of The Craftworkers' Guild, Bedford, NH.

## EDUCATION

**WordPress,** web design, 2013.

**Community Coalition Planning,** engaging and motivating teams, CADCA National Coalition Academy, 2011.

**Project Connect,** a Robert Wood Johnson initiative to train emerging leaders to work with elected officials, 2003.

**Radiant Communication Strategies,** a consultative training to develop communications skills, 2002.

**Master of Arts in Counseling, with distinction.** Rivier University, Nashua, New Hampshire, 1990.

**Bachelor of Arts, cum laude.** Connecticut College, New London, Connecticut, 1983. Majors: Sociology-Based Human Relations and Child Development. Dean's List, American Association of University Women Award.



## **Education**

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May 2005 – May 2008                      Rivier College                      Nashua, NH

### **Master of Arts - Mental Health Counseling**

Sept 2001 – May 2005                      Rivier College                      Nashua, NH

### **Bachelor of Arts - Psychology**

- Minor Concentration in Sociology

## **Certification and Advanced Training**

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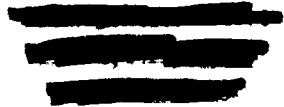
- Master Licensed Alcohol & Drug Counselor, 2016
- Certified Challenge Course Facilitator, New Hampshire Juvenile Court Diversion Network, 2013
- Certified Prime for Life Instructor, Prevention Research Institute, 2012
- Certified Prevention Specialist, New Hampshire Prevention Certification Board, 2010
- Licensed Clinical Mental Health Counselor, New Hampshire Board of Mental Health Practice, 2010
- Certified Global Appraisal of Individual Needs (GAIN) Administrator, Chestnut Health Systems, 2010

## **Memberships and Affiliations**

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- New Hampshire Alcohol & Drug Abuse Counselors Association, 2013-Present
- American Mental Health Counselors Association, Clinical Affiliate, 2009-Present
- American Mental Health Counselors Association, Student Affiliate, 2007-2009
- American Psychological Association, Student Affiliate, 2001-2007

Patricia A. Zaremba, MA, LCMHC



**Professional Experience:**

**THE YOUTH COUNCIL, Nashua, NH** *12/08-Present*

- **Clinical Director** – Monitor clinical services provided by the agency’s therapists. Supervise the development of therapists toward licensure and mentor licensed therapists to a higher degree of professionalism and clinical knowledge. Oversee the development of Master-level interns. Provide assessment, treatment planning, and psychotherapy services to children, adolescents and families.  
*3/12-present*
- **Clinical Site Supervisor** – Provide supervision to Master-level interns.  
*9/11-present*
- **Psychotherapist** – Provide therapy to children, adolescents and families, both at the agency and as needed at the high school and middle school in Merrimack, NH. Collaborate on a regular basis with professionals in the community as well as school personnel.  
*12/08-present*

**COMMUNITY COUNCIL OF NASHUA, Nashua, NH** *1996-2008*

- **Psychotherapist** – Provided outpatient therapy to children, adolescents and families. Clinical responsibilities also included assessment and diagnosis, treatment planning, crisis intervention and psycho-education. As a member of a multi-disciplinary team, consulted and collaborated with agency colleagues, as well as professionals in the community. Member of the Dialectical Behavior Therapy consultation team.  
*8/96-11/08*
- **Emergency Services Clinician** – Assisted clients in accessing support, and managing current crisis and psychosocial stressors. Assessed risk level and developed plan to address crisis. Collaborated with on-call psychiatrist and emergency room as necessary.  
*7/06-11/08*
- **Representative to Nashua Network** – Served as the agency’s representative to the Nashua Network, an association of community agencies coming together to discuss issues and programs related to youth and families.  
*2000-2006*



UNIVERSITY OF MASSACHUSETTS, Lowell, MA 1994-1995

- **Counseling Intern** – Provided therapy for undergraduate students dealing with a range of issues including eating disorders, sexual abuse, anxiety, depression, relationship/family issues, and dependency and separation issues. Co-facilitated weekly support group for adults returning to school.

RAPE AND ASSAULT SUPPORT SERVICES, Nashua, NH 1993-1996

- **Volunteer Advocate and Group Facilitator** – Worked on the crisis line offering intervention and support to victims of sexual assault, childhood sexual abuse and domestic violence. Co-facilitated a weekly group for victims of domestic violence.

NEW YORK HOSPITAL – CORNELL MEDICAL CENTER,  
White Plains, NY 1979-1980

- **Mental Health Worker** – Provided therapeutic care for emotionally handicapped children ages 6-12 in a residential setting. Assisted in the development and implementation of treatment planning.

**Education:**

Rivier College, Nashua, NH May 1995  
MA in Counseling with an emphasis in Clinical Psychotherapy

Mercy College, Dobbsferry, NY 1976  
Major: Behavioral Sciences Minor: Elementary/Special Education

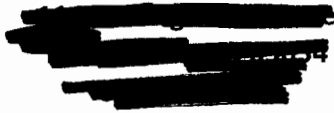
**Professional Associations:**

National Certified Counselor with NBCC  
New Hampshire Mental Health Counselors' Association

**Professional License:**

New Hampshire Licensed Clinical Mental Health Counselor

**Christina D. Connor, CPS, CRSW**



- \* Over twenty years of experience in the social service field in the Greater Nashua area
- \* Coordinated services among area agencies such as: Law enforcement (court and police), Psychiatric (outpatient and inpatient), Social Services and Education
- \* Motivated, caring professional with high integrity and dedication

**Education: Bachelor of the Arts in Criminal Justice**

Saint Anselm College, Manchester, NH  
Graduated 1992, magna cum laude

**Certifications:**

**Certified Prevention Specialist (CPS)  
Certified Challenge Facilitator  
Certified Recovery Support Worker (CRSW)**

**Related Experience: The Youth Council, Nashua, NH**

**Director of Programs**

April 2003 to present

- Work closely with Executive Director
- Responsible for spearheading the development of new programs and program refinement based on best practices
- Attend meetings with the Nashua Superintendent and other school officials to discuss implementation of new programs in the Nashua schools
- Complete phone or walk-in intake assessments for youth and families
- Facilitate substance abuse education groups – The Challenge Program
- Supervise program staff
- Implement systems of quality assurance with client files and forms
- Collect and analyze client statistics and outcome data for funding sources and to inform management improvements

**Local Site Coordinator for Reclaiming Futures**

September 2002-2003

- Research how the juvenile court system and the community respond to teens who are impacted by or using alcohol and other drugs
- Facilitate a local teen group
- Participate in local drug court proceedings

**Counselor/Coordinator, Prevention Services**

August 1998 to April 2003

- Provide assessment, intervention and referrals to at-risk youth and families in the office and in their natural environment
- Facilitate daily goals groups at the Suspension Center, with an emphasis on goal setting, anger management and substance abuse
- Research community resources in the Greater Nashua area

**Greater Nashua Mental Health Center (Community Council), Nashua, NH**

**Case Manager/MIMS Worker**

October 1996 – July 1998

- Provide direct client and family contact in their natural environment
- Attend IEP meetings with families as needed for support
- Provide support to clients and their families through education and referrals
- Assist clients and families to find appropriate prevention programs, treatment and services and monitor continue appropriateness of these services
- Provide MIMS Services, which are rehabilitative services and environmental supports which sustain the client and family in their current living situation or other community settings

**Nashua Children's Home, Nashua, NH**

**Assistant Supervisor/Residential Counselor**

March 1993 - September 1996

- Work with 13 adolescent females, coming from multi-stressed families
- Case manager for 9 girls with inclusive responsibilities for their physical, emotional and administrative needs
- Attend IEP and other school related meetings
- Supervise residential staff
- Facilitate anger management groups for residents
- Participate in family meetings and supervised family visits
- Communicate and role-model effective behavior management techniques with families

**References:** Available upon request

## KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Vendor Name: The Youth Council

Name of Program/Service: Outpatient Screening and Treatment for Teens

BUDGET PERIOD:			
Name & Title Key Administrative Personnel	Annual Salary of Key Administrative Personnel	Percentage of Salary Paid by Contract	Total Salary Amount Paid by Contract
Elizabeth Houde, Executive Director	\$80,000	3.00%	\$2,400.00
Lindsey Bergeron, MLADC, LCMHC, Therapist	\$38,500	24.00%	\$9,240.00
Patricia Zaremba, LCMHC, Clinical Director	\$48,000	5.00%	\$2,400.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)</b>			<b>\$14,040.00</b>

Key Administrative Personnel are top-level agency leadership (Executive Director, CEO, CFO, etc.). These personnel MUST be listed, **even if no salary is paid from the contract.** Provide their name, title, annual salary and percentage of annual salary paid from the agreement.



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**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**DIVISION OF BEHAVIORAL HEALTH**

Jeffrey A. Meyers  
 Commissioner

Katja S. Fox  
 Director

129 PLEASANT STREET, CONCORD, NH 03301  
 603-271-9422 1-800-852-3345 Ext. 9422  
 Fax: 603-271-8431 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

June 16, 2016

6/29/16 #25

Her Excellency, Governor Margaret Wood Hassan  
 and the Honorable Council  
 State House  
 Concord, New Hampshire 03301

**REQUESTED ACTION**

1. Authorize the Department of Health and Human Services, Bureau of Drug and Alcohol Services, to enter into amendments to existing Agreements with the Vendors listed below, except for Tri-County Community Action Program, Inc., to increase the service rates. The service rates' increase will raise compensation for direct services staff and modify supervision requirements, effective upon the date of Governor and Executive Council approval.
2. Authorize the Department of Health and Human Services, Bureau of Drug and Alcohol Services, to enter into an Amendment with South Eastern New Hampshire Alcohol and Drug Abuse Services, 272 County Farm Road, Dover, NH, 03820, to expand the types of substance use disorder treatment services being offered to clients by adding partial hospitalization services, transitional living services, and withdrawal management services, effective upon the date of Governor and Executive Council approval.

There are no changes to the Agreements' combined price limitation of \$12, 032,600 and no changes to the completion dates of June 30, 2017. The original contracts were approved by Governor and Executive Council on March 23, 2016 (Item #6), except for contract with Goodwin Community Health which was approved on June 1, 2016 (Item #12). An amendment for Tri-County Community Action was approved by Governor and Executive Council on June 15, 2016 (Late Item #A1). The sources of funds for these actions are as follows: 64.5% Federal, 21.5% General, and 14% Other Funds.

Summary of Contract Vendors by Amounts:

Vendor	Current Budgeted Amount	Increase /Decrease Amount	Revised Budget Amount
Concord Hospital, Inc. Concord	\$72,700	\$0	\$72,700
Families First of the Greater Seacoast, Portsmouth	\$35,900	\$0	\$35,900
Families in Transition, Manchester	\$357,600	\$0	\$357,600
Goodwin Community Health	\$489,500	\$0	\$489,500
Grafton County Department of Corrections, North Haverhill	\$95,300	\$0	\$95,300
Greater Nashua Council on Alcoholism, Inc., Nashua	\$3,734,500	\$0	\$3,734,500
HALO Educational Systems, Canaan	\$678,400	\$0	\$678,400
Headrest, Inc., Lebanon	\$453,700	\$0	\$453,700
Horizons Counseling Center, Inc., Gilford	\$239,900	\$0	\$239,900
Manchester Alcoholism Rehabilitation Center, Manchester	\$643,300	\$0	\$643,300
National Council on Alcoholism and Drug Dependency/Greater Manchester, Manchester	\$1,715,000	\$0	\$1,715,000
Phoenix Houses of New England, Providence Rhode	\$1,497,600	\$0	\$1,497,600

<b>Vendor</b>	<b>Current Budgeted Amount</b>	<b>Increase /Decrease Amount</b>	<b>Revised Budget Amount</b>
Island			
South Eastern New Hampshire Alcohol and Drug Abuse Services, Dover	\$1,455,800	\$0	\$1,455,800
Tri-County Community Action Program, Inc. Berlin	\$460,000	\$0	\$460,400
The Youth Council, Nashua	\$103,000	\$0	\$103,000
<b>Total</b>	<b>\$12,032,600</b>	<b>\$0</b>	<b>\$12,032,600</b>

Funds to support this request are available in State Fiscal Years 2016 and 2017 in the following accounts, with the authority to adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, without approval of the Governor and Executive Council.

**Please see attached financial details.**

**EXPLANATION**

The attached amendments represent the final fourteen (14) of a total of fifteen (15) amendments with a total combined price limitation of \$12,032,600. On June 15, 2016 (Late Item #A1), Governor and Executive Council approved an amendment with Tri-County Community Action Program, Inc. to allow the Contractor to be reimbursed for services at increased rates, to modify the personnel supervision, and to provide planning activities for new construction or renovations for residential substance use disorder treatment services.

The current substance use disorders treatment workforce in New Hampshire is inadequate to meet the needs of individuals, families and communities across the state. Many factors contribute to this workforce shortage; two factors are low compensation and an insufficient pool of qualified supervisors.

Approval of these fourteen (14) Amendments will allow the Contractors to be reimbursed for services at increased rates and modify the personnel supervision requirements. The higher rates will increase the compensation for direct service staff providing substance use disorder treatment and recovery support services to clients. In addition, these Amendments allow the Contractor's qualified supervisors to provide clinical supervision to a larger number of clinicians to better leverage the available pool of qualified supervisors.

Approval of South Eastern New Hampshire Services' Amendment will allow the Contractor to expand the array of substance use disorder treatment services available in the greater Dover area. The Contractor will add partial hospitalization services, transitional living services, and withdrawal management to their scope of services. Historically, this array has been somewhat limited; however, changes within the organization have led to a request to expand the available service array to include services that are critically needed in the area.

The Department is not seeking an increase to the price limitations to these Agreements because the Contractors have been billing other public and private insurance sources as more and more New Hampshire citizens have health insurance that covers these services. The Contractors' seek reimbursement from the Department for only those services that are not covered by any public or private insurance. Not increasing the price limitation allows the Department to utilize available funding for other types of services such as substance misuse prevention, early intervention and recovery support services. The Department will monitor the utilization and spending of the Contractors. If needed, the Department will submit future amendments to increase the Agreements' price limitations to ensure services are available to citizens of New Hampshire.

These amendments are part of the Department's overall strategy to respond to the opioid epidemic that continues to negatively impact New Hampshire's individuals, families, and communities as well as to respond to other types of substance use disorders. In 2014 there were 326 drug overdose

deaths in New Hampshire, in 2015 there were 431. This number is expected to increase as cases are still pending analysis.

These contractors were selected through a competitive bid process.

The Department will monitor the performance of the Vendors by reviewing monthly reports such as the number of clients admitted to and discharged from the substance use disorder treatment programs and post-discharge follow up, quarterly usage of the number of clients and services being provided by the Contractors, completing site visits, and reviewing client records. In addition, the Department is piloting a Quality Monitoring and Improvement Plan to manage the performance of these contracts.

The Contract for Greater Nashua Council on Alcoholism, Inc. includes language in Exhibit B, Paragraph 8.4 that allows the Department to amend the contract by adjusting amounts between budget line items for statewide Crisis Services, within the price limitation, upon written agreement of both parties without Governor and Executive Council approval, if needed and justified.

The attached Contracts include language that reserves the right to renew each contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of contracted services and Governor and Executive Council approval.

Should the Governor and Executive Council determine to not authorize this Request; the additional critical components in the Department's workforce development to provide substance use disorder services would not be addressed, which could result in exacerbating workforce attrition and shortages.

Area served: Statewide.

Source of Funds: 64.50% Federal Funds from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, CFDA #93.959, Federal Award Identification Number TI010035-15, and 21.5% General Funds, and 14% Other Funds from the Governor's Commission on Alcohol and Other Drug Abuse Prevention, Intervention and Treatment.

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Katja S. Fox  
Director

Approved by:



Jeffery A. Meyers  
Commissioner

Attachment A  
Financial Details

**05-95-49-491510-2989 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS**

Concord Hospital, Inc (Vendor #177653 B014)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$1,745	\$0	\$1,745
2017	102-500734	Contracts for Prog Svc	\$8,724	\$0	\$8,724
<b>Sub-total</b>			<b>\$10,469</b>	<b>\$0</b>	<b>\$10,469</b>

Families First of the Greater Seacoast (Vendor #166629 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$382	\$0	\$382
2017	102-500734	Contracts for Prog Svc	\$2,003	\$0	\$2,003
<b>Sub-total</b>			<b>\$2,385</b>	<b>\$0</b>	<b>\$2,385</b>

Goodwin Community Health (Vendor #156668 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$11,748	\$0	\$11,748
2017	102-500734	Contracts for Prog Svc	\$61,677	\$0	\$61,677
<b>Sub-total</b>			<b>\$73,425</b>	<b>\$0</b>	<b>\$73,425</b>

County of Grafton (Vendor #177397 B003)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$2,287	\$0	\$2,287
2017	102-500734	Contracts for Prog Svc	\$12,008	\$0	\$12,008
<b>Sub-total</b>			<b>\$14,295</b>	<b>\$0</b>	<b>\$14,295</b>



Attachment A  
Financial Details

Greater Nashua Council on Alcoholism (Vendor #166574 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$89,628	\$0	\$89,628
2017	102-500734	Contracts for Prog Svc	\$470,547	\$0	\$470,547
<b>Sub-total</b>			\$560,175	\$0	\$560,175

HALO Ed Systems (Vendor #230732 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$16,282	\$0	\$16,282
2017	102-500734	Contracts for Prog Svc	\$85,478	\$0	\$85,478
<b>Sub-total</b>			\$101,760	\$0	\$101,760

Headrest, Inc (Vendor #175226 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$10,889	\$0	\$10,889
2017	102-500734	Contracts for Prog Svc	\$57,166	\$0	\$57,166
<b>Sub-total</b>			\$68,055	\$0	\$68,055

Horizons Counseling Center, Inc (Vendor #156808 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$5,758	\$0	\$5,758
2017	102-500734	Contracts for Prog Svc	\$30,227	\$0	\$30,227
<b>Sub-total</b>			\$35,985	\$0	\$35,985

Attachment A  
Financial Details

Manchester Alcoholism Rehabilitation Center (Vendor #177204 B005)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$15,439	\$0	\$15,439
2017	102-500734	Contracts for Prog Svc	\$81,056	\$0	\$81,056
<b>Sub-total</b>			\$96,495	\$0	\$96,495

National Council on Alcoholism and Drug Abuse Services (Vendor #177265 R001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$34,296	\$0	\$34,296
2017	102-500734	Contracts for Prog Svc	\$180,054	\$0	\$180,054
<b>Sub-total</b>			\$214,350	\$0	\$214,350

Phoenix Houses of New England, Inc. (Vendor #177589 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$35,942	\$0	\$35,942
2017	102-500734	Contracts for Prog Svc	\$188,698	\$0	\$188,698
<b>Sub-total</b>			\$224,640	\$0	\$224,640

Southeastern New Hampshire Alcohol and Drug Abuse Services (Vendor #155292 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$34,939	\$0	\$34,939
2017	102-500734	Contracts for Prog Svc	\$183,431	\$0	\$183,431
<b>Sub-total</b>			\$218,370	\$0	\$218,370

Attachment A  
Financial Details

Tri-County Community Action Programs, Inc (Vendor #177195 B009)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$8,842	\$0	\$8,842
2017	102-500734	Contracts for Prog Svc	\$46,418	\$0	\$46,418
<b>Sub-total</b>			<b>\$55,260</b>	<b>\$0</b>	<b>\$55,260</b>

The Youth Council (Vendor #154886 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$2,215	\$0	\$2,215
2017	102-500734	Contracts for Prog Svc	\$11,630	\$0	\$11,630
<b>Sub-total</b>			<b>\$13,845</b>	<b>\$0</b>	<b>\$13,845</b>
<b>Total Gov. Comm</b>			<b>\$1,689,509</b>	<b>\$0</b>	<b>\$1,689,509</b>

**05-95-49-491510-2990 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES**

Concord Hospital, Inc (Vendor #177653 B014)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$12,795	\$0	\$12,795
2017	102-500734	Contracts for Prog Svc	\$49,436	\$0	\$49,436
<b>Sub-total</b>			<b>\$62,231</b>	<b>\$0</b>	<b>\$62,231</b>

Families First of the Greater Seacoast (Vendor #166629 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$2,798	\$0	\$2,798
2017	102-500734	Contracts for Prog Svc	\$30,717	\$0	\$30,717
<b>Sub-total</b>			<b>\$33,515</b>	<b>\$0</b>	<b>\$33,515</b>

Attachment A  
Financial Details

Families in Transition (Vendor #157730 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$71,520	\$0	\$71,520
2017	102-500734	Contracts for Prog Svc	\$286,080	\$0	\$286,080
<b>Sub-total</b>			<b>\$357,600</b>	<b>\$0</b>	<b>\$357,600</b>

Goodwin Community Health (Vendor #156668 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$86,152	\$0	\$86,152
2017	102-500734	Contracts for Prog Svc	\$329,923	\$0	\$329,923
<b>Sub-total</b>			<b>\$416,075</b>	<b>\$0</b>	<b>\$416,075</b>

County of Grafton (Vendor #177397 B003)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$16,773	\$0	\$16,773
2017	102-500734	Contracts for Prog Svc	\$64,232	\$0	\$64,232
<b>Sub-total</b>			<b>\$81,005</b>	<b>\$0</b>	<b>\$81,005</b>

Greater Nashua Council on Alcoholism (Vendor #166574 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$667,112	\$0	\$667,112
2017	102-500734	Contracts for Prog Svc	\$2,507,213	\$0	\$2,507,213
<b>Sub-total</b>			<b>\$3,174,325</b>	<b>\$0</b>	<b>\$3,174,325</b>

Attachment A  
Financial Details

HALO Ed Systems (Vendor #230732 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$119,398	\$0	\$119,398
2017	102-500734	Contracts for Prog Svc	\$457,242	\$0	\$457,242
<b>Sub-total</b>			<b>\$576,640</b>	<b>\$0</b>	<b>\$576,640</b>

Headrest, Inc (Vendor #175226 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$79,851	\$0	\$79,851
2017	102-500734	Contracts for Prog Svc	\$305,794	\$0	\$305,794
<b>Sub-total</b>			<b>\$385,645</b>	<b>\$0</b>	<b>\$385,645</b>

Horizons Counseling Center, Inc (Vendor #156808 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$42,222	\$0	\$42,222
2017	102-500734	Contracts for Prog Svc	\$161,693	\$0	\$161,693
<b>Sub-total</b>			<b>\$203,915</b>	<b>\$0</b>	<b>\$203,915</b>

Attachment A  
Financial Details

Manchester Alcoholism Rehabilitation Center (Vendor #177204 B005)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$113,221	\$0	\$113,221
2017	102-500734	Contracts for Prog Svc	\$433,584	\$0	\$433,584
<b>Sub-total</b>			<b>\$546,805</b>	<b>\$0</b>	<b>\$546,805</b>

National Council on Alcoholism and Drug Abuse Services (Vendor #177265 R001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$537,504	\$0	\$537,504
2017	102-500734	Contracts for Prog Svc	\$963,146	\$0	\$963,146
<b>Sub-total</b>			<b>\$1,500,650</b>	<b>\$0</b>	<b>\$1,500,650</b>

Phoenix Houses of New England, Inc (Vendor #177589 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$263,578	\$0	\$263,578
2017	102-500734	Contracts for Prog Svc	\$1,009,382	\$0	\$1,009,382
<b>Sub-total</b>			<b>\$1,272,960</b>	<b>\$0</b>	<b>\$1,272,960</b>

Attachment A  
Financial Details

Southeastern New Hampshire Alcohol and Drug Abuse Services (Vendor #155292 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$256,221	\$0	\$256,221
2017	102-500734	Contracts for Prog Svc	\$981,209	\$0	\$981,209
<b>Sub-total</b>			<b>\$1,237,430</b>	<b>\$0</b>	<b>\$1,237,430</b>

Tri-County Community Action Programs, Inc (Vendor #177195 B009)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$156,838	\$0	\$156,838
2017	102-500734	Contracts for Prog Svc	\$248,302	\$0	\$248,302
<b>Sub-total</b>			<b>\$405,140</b>	<b>\$0</b>	<b>\$405,140</b>

The Youth Council (Vendor #154886 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$16,245	\$0	\$16,245
2017	102-500734	Contracts for Prog Svc	\$72,910	\$0	\$72,910
<b>Sub-total</b>			<b>\$89,155</b>	<b>\$0</b>	<b>\$89,155</b>
<b>Total Clinical Svcs</b>			<b>\$10,343,091</b>	<b>\$0</b>	<b>\$10,343,091</b>
<b>Grand Total</b>			<b>\$12,032,600</b>	<b>\$0</b>	<b>\$12,032,600</b>



**State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to the Substance Use Disorder Treatment and Recovery Support Services  
Contract**

This first Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment 1") dated May 25, 2016, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and The Youth Council (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 112 West Pearl Street, Nashua, NH 03060.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on March 23, 2016 (Item #6) (hereinafter referred to as "Contract"), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified;

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract;

WHEREAS, pursuant to the Agreement (section 18 of the General Provisions of the Form P-37), the Agreement may be amended only by written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the State and the Contractor agree to increase the service rates, within the price limitation; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties agree as follows:

1. Except as specifically amended and modified by the terms and conditions in this Amendment #1, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.
2. Replace Exhibit A Scope of Services, Section 18.1 through 18.1.3.3 as follows:
  - 18.1. The Contractor shall meet the minimum staffing requirements as follows:
    - 18.1.1. Provide at least one:
      - 18.1.1.1. Masters Licensed Alcohol and Drug Counselor (MLADC); and/or
      - 18.1.1.2. Licensed Alcohol and Drug Counselor (LADC) who also holds the Licensed Clinical Supervisor (LCS) credential;
    - 18.1.2. Agrees that all unlicensed staff providing treatment, education and/or recovery support services shall be under the direct supervision of:
      - 18.1.2.1. An MLADC; or
      - 18.1.2.2. A LADC with the LCS (Licensed Clinical Supervisor) credential; and





- 18.1.2.3. Agrees that MLADC, or LADC with the LCS, shall supervise a maximum of eight unlicensed staff unless the Department has approved an alternative supervision plan submitted by the Contractor.
    - 18.1.3. Agrees that at least one Certified Recovery Support Worker (CRSW) for every 50 clients or portion thereof.
3. Add to Exhibit A Scope of Services, Section 18.11 as follows
  - 18.11. The Contractor agrees to the following:
    - 18.11.1. The new rates in Exhibit B-1 Amendment #1.
    - 18.11.2. The rate increase to the new rates to the fee for services is to support increase in staff wages to recruit and retain staff who provide direct substance use disorder treatment and recovery support services to clients in this Agreement;
    - 18.11.3. To utilize the amount of increase to increase the wages for direct services staff compensation including base compensation for any open positions;
    - 18.11.4. Notwithstanding Section 18.11.2, agrees to demonstrate to the Department, in the event the Contractor has business policies or other reasons that would prevent the Contractor for using all the increase for wage increases, that at least ten (10%) of the increase was used for wage increases to staff salaries and to provide to the Department the explanation that prevented the Contractor from using the full amount of the increase to increase wages;
      - 18.11.4.1. Agrees to submit a plan for Department approval to use the amount of increase not used for wage increases in Section 18.11.3. portion of the increases for other than wage increases in the event of Section 18.11.3;
    - 18.11.5. That direct services staff is defined as any individual employed by the Contractor for whom at least fifty (50) percent of the hours the individual works for the Contractor are spent delivering clinical and/or recovery support services directly to client of the provider.
4. Add to Exhibit B Method and Conditions Precedent to Payment, Section 5.6 as follows:
  - 5.6 To the extent possible, the Contractor shall bill for services provided under this contract through WITS. For any services that are unable to be billed through WITS, the vendor shall work with the Department to develop an alternative process for submitting invoices.
5. Delete Exhibit B-1 Service and Fee Table, and replace with Exhibit B-1 Amendment #1 Service and Fee Table.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services



This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

6/10/16  
Date

Katja S Fox  
Katja S Fox  
Director

The Youth Council

6/2/2016  
Date

Elizabeth G. Houde  
NAME Elizabeth G. Houde  
TITLE Executive Director

Acknowledgement:

State of New Hampshire County of Hillsborough on June 2, 2016, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Peter A. Houde  
Name and Title of Notary or Justice of the Peace  
MY COMMISSION EXPIRES FEB 28 2019

**New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services**



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6/14/16  
Date

[Signature]  
Name: Megan [Signature]  
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:



Exhibit B-1 Amendment#1

**Service and Fee Table**

1. The Contractor shall be reimbursed for the Services and up to the Contract Rates in Table A below.
  - a. The Contract Rates in the Table A are the maximum allowed charged used in the Methods for Charging for Services under this Contract in Exhibit B, Section 4.

**Table A**

Service	Contract Rate (Maximum Allowed Charge)	Unit	Service Limit
Clinical Evaluation	\$275.00	Per evaluation	1 evaluation per 90 days, per client
Individual Outpatient	\$22.00	15 min	\$200 of combined individual & group per week, per client
Group Outpatient	\$6.60	15 min	
Continuous Recovery Monitoring - Attempted	\$16.50	Per 3 attempted contacts over the course of at least 1 week	\$60 of combined attempted and completed per month for the first 12 months post discharge, per client
Continuous Recovery Monitoring - Completed	\$16.50	Per 1 completed contact	
Individual Recovery Support Services (Non-Clinical)	\$16.50	15 min	\$160 per week, per client



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STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
OFFICE OF MEDICAID BUSINESS AND POLICY

Jeffery A. Meyers  
Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857  
603-271-9422 1-800-852-3345 Ext. 9422  
Fax: 603-271-8431 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

Kathleen A. Dunn  
Associate Commissioner  
Medicaid Director

3/23/16 #16

March 7, 2016

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Bureau of Drug and Alcohol Services, to enter into Agreements with multiple Vendors, listed below, to provide substance use disorder treatment and recovery support services statewide, in an amount not to exceed \$11,451,100, effective April 1, 2016 through June 30, 2017, upon approval by Governor and Executive Council. 56.1% Federal, 29.4% General, and 14.5% Other Funds.

Summary of contracted amounts by Vendor:

Vendor	Budgeted Amount
Concord Hospital, Inc. Concord	\$72,700
Families First of the Greater Seacoast, Portsmouth	\$35,900
Families in Transition, Manchester	\$357,600
Grafton County Department of Corrections, North Haverhill	\$95,300
Greater Nashua Council on Alcoholism, Inc., Nashua	\$3,734,500
HALO Educational Systems, Canaan	\$678,400
Headrest, Inc., Lebanon	\$453,700
Horizons Counseling Center, Inc., Gilford	\$239,900
Manchester Alcoholism Rehabilitation Center, Manchester	\$643,300

<b>Vendor</b>	<b>Budgeted Amount</b>
National Council on Alcoholism and Drug Dependency/Greater Manchester, Manchester	\$1,715,000
Phoenix Houses of New England, Providence Rhode Island	\$1,497,600
South Eastern New Hampshire Alcohol and Drug Abuse Services, Dover	\$1,455,800
Tri-County Community Action Program, Inc., Berlin	\$368,400
The Youth Council, Nashua	\$103,000
<b>Total</b>	<b>\$11,451,100</b>

Funds to support this request are available in State Fiscal Years 2016 and 2017 in the following accounts, with the authority to adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, without approval of the Governor and Executive Council.

Please see Attachment A for fiscal details.

#### **EXPLANATION**

The attached agreements represent fourteen (14) of a total fifteen (15) agreements with a combined price limitation of \$11,451,100 of a total \$11,940,600 that will allow the Contractors listed to provide an array of Substance Use Disorder Treatment and Recovery Support Services statewide to children and adults with substance use disorders, who have income below 400% the Federal Poverty level and are residents of New Hampshire or are homeless in New Hampshire. (See attached Summary of Contracted Services by Vendor). Substance use disorders occur when the use of alcohol and/or drugs causes clinically and functionally significant impairment, such as health problems, disability, and failure to meet major responsibilities at work, school, or home. The existence of a substance use disorder is determined using a clinical evaluations based on Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition criteria. The final contract will be presented to the Governor and Executive Council at an upcoming meeting.

These Agreements are part of the Department's overall strategy to respond to the opioid epidemic that continues to negatively impact New Hampshire's individuals, families, and communities as well as to respond to other types of substance use disorders. In 2014 there were 325 drug overdose deaths in New Hampshire with the death toll for 2015 at 385 as of January 8, 2016; however, the 2015 statistics are expected to increase as cases are still pending analysis.

The Department published a Request for Proposals for Substance Use Disorder Treatment and Recovery Support Services (RFP #16-DHHS-DCBCS-BDAS-03) on the Department of Health and Humans Services website November 3, 2015 to December 15, 2015. The Department received fifteen proposals. These proposals were reviewed and scored by a team of individuals with program specific knowledge. The Department selected all the Vendors to provide these services (See attached Summary Score Sheet).

Some of the Vendors' proposals scored lower than anticipated; however, it was determined that losing substance use disorder treatment and recovery support services in the midst of an Opioid Crisis would be detrimental to the individuals, families, and communities of New Hampshire. In order to ensure effective delivery of services, the Department has strengthened language in the Vendors' contracts.

The Contract includes language to assist pregnant and parenting women by providing interim services if they are on a waitlist, to ensure clients have faster access to services by maintaining and monitoring a waitlist on an agency and statewide level, to ensure clients contribute to the cost of services by assessing client income at intake and on a monthly basis, and to ensure care coordination for the clients by assisting them with accessing services or working with a client's existing provider for physical health, behavioral health, medication assisted treatment and peer recovery support services.

The Department will monitor the performance of the Vendors by monitoring monthly reports, quarterly utilization, completing site visits, and reviewing client records. In addition, the Department is developing a Quality Monitoring and Improvement Plan to manage the performance of these contracts.

The attached Contracts include language that reserves the right to renew each contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of contracted services and Governor and Executive Council approval.

The Contract for Greater Nashua Council on Alcoholism, Inc. includes language in Exhibit B, Paragraph 8.4 that allows the Department to amend the contract by adjusting amounts between budget line items for statewide Crisis Services, within the price limitation, upon written agreement of both parties without Governor and Executive Council approval, if needed and justified.

The Contract for National Council on Alcoholism and Drug Dependency/Greater Manchester includes language in Exhibit A, Section 25, for the use of the Tirrell House, a State owned building, for residential substance use disorder treatment services for up to 14 individuals. The Contract includes up to \$286,000 for repairs/replacement of the fire alarm system, fire suppression system, upgrade the kitchen, and other miscellaneous repairs as required by the joint inspection of the State of New Hampshire Fire Marshall, City of Manchester, and the Department's Health Facilities Administration.

Should the Governor and Executive Council determine to not authorize this Request, the Contractors would not have sufficient resources to promote and provide the array of services necessary to provide individuals with substance use disorders the necessary tools to achieve, enhance and sustain recovery. In addition, failure to obligate the federal funds in the Substance Abuse Prevention and Treatment Block Grant to community based programs to provide alcohol and other drug treatment services could result in the loss of Federal Block Grant funds made available for these services.

Area served: Statewide.

Source of Funds: 56.1% Federal Funds from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, CFDA #93.959, Federal Award Identification Number TI010035-14, and 29.4% General Funds and 14.5% Other Funds from the Governor's Commission on Alcohol and Other Drug Abuse Prevention, Intervention and Treatment.

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

  
Kathleen A. Dunn  
Associate Commissioner

  
David Clapp  
Facilities

Approved by:

  
Jeffery A. Meyers  
Commissioner



Attachment A  
Financial Details

**05-95-49-491510-2989 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% Other Funds)**

Concord Hospital, Inc (Vendor #177653 B014)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$1,745
2017	102-500734	Contracts for Prog Svc	\$8,724
<b>Sub-total</b>			<b>\$10,469</b>

Families First of the Greater Seacoast (Vendor #166629 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$382
2017	102-500734	Contracts for Prog Svc	\$2,003
<b>Sub-total</b>			<b>\$2,385</b>

County of Grafton (Vendor #177397 B003)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$2,287
2017	102-500734	Contracts for Prog Svc	\$12,008
<b>Sub-total</b>			<b>\$14,295</b>

Attachment A  
Financial Details

Greater Nashua Council on Alcoholism (Vendor #166574 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$89,628
2017	102-500734	Contracts for Prog Svc	\$470,547
<b>Sub-total</b>			<b>\$560,175</b>

HALO Ed Systems (Vendor #230732 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$16,282
2017	102-500734	Contracts for Prog Svc	\$85,478
<b>Sub-total</b>			<b>\$101,760</b>

Headrest, Inc (Vendor #175226 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$10,889
2017	102-500734	Contracts for Prog Svc	\$57,166
<b>Sub-total</b>			<b>\$68,055</b>

Horizons Counseling Center, Inc (Vendor #156808 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$5,758
2017	102-500734	Contracts for Prog Svc	\$30,227
<b>Sub-total</b>			<b>\$35,985</b>

Attachment A  
Financial Details

Manchester Alcoholism Rehabilitation Center (Vendor #177204 B005)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$15,439
2017	102-500734	Contracts for Prog Svc	\$81,056
<b>Sub-total</b>			<b>\$96,495</b>

National Council on Alcoholism and Drug Abuse Services (Vendor #177265 R001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$34,296
2017	102-500734	Contracts for Prog Svc	\$180,054
<b>Sub-total</b>			<b>\$214,350</b>

Phoenix Houses of New England, Inc. (Vendor #177589 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$35,942
2017	102-500734	Contracts for Prog Svc	\$188,698
<b>Sub-total</b>			<b>\$224,640</b>

Southeastern New Hampshire Alcohol and Drug Abuse Services (Vendor #155292 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$34,939
2017	102-500734	Contracts for Prog Svc	\$183,431
<b>Sub-total</b>			<b>\$218,370</b>

Attachment A  
Financial Details

Tri-County Community Action Programs, Inc (Vendor #177195 B009)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$8,842
2017	102-500734	Contracts for Prog Svc	\$46,418
<b>Sub-total</b>			<b>\$55,260</b>

The Youth Council (Vendor #154886 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$2,215
2017	102-500734	Contracts for Prog Svc	\$11,630
<b>Sub-total</b>			<b>\$13,845</b>
<b>Total Gov. Comm</b>			<b>\$1,616,084</b>

**05-95-49-491510-2990 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES (34.4% General 65.6% Federal)**

Concord Hospital, Inc (Vendor #177653 B014)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$12,795
2017	102-500734	Contracts for Prog Svc	\$49,436
<b>Sub-total</b>			<b>\$62,231</b>

Families First of the Greater Seacoast (Vendor #166629 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$2,798
2017	102-500734	Contracts for Prog Svc	\$30,717
<b>Sub-total</b>			<b>\$33,515</b>

Attachment A  
Financial Details

Families in Transition (Vendor #157730 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$71,520
2017	102-500734	Contracts for Prog Svc	\$286,080
<b>Sub-total</b>			<b>\$357,600</b>

County of Grafton (Vendor #177397 B003)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$16,773
2017	102-500734	Contracts for Prog Svc	\$64,232
<b>Sub-total</b>			<b>\$81,005</b>

Greater Nashua Council on Alcoholism (Vendor #166574 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$667,112
2017	102-500734	Contracts for Prog Svc	\$2,507,213
<b>Sub-total</b>			<b>\$3,174,325</b>

Attachment A  
Financial Details

HALO Ed Systems (Vendor #230732 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$119,398
2017	102-500734	Contracts for Prog Svc	\$457,242
<b>Sub-total</b>			<b>\$576,640</b>

Headrest, Inc (Vendor #175226 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$79,851
2017	102-500734	Contracts for Prog Svc	\$305,794
<b>Sub-total</b>			<b>\$385,645</b>

Horizons Counseling Center, Inc (Vendor #156808 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$42,222
2017	102-500734	Contracts for Prog Svc	\$161,693
<b>Sub-total</b>			<b>\$203,915</b>

Attachment A  
Financial Details

Manchester Alcoholism Rehabilitation Center (Vendor #177204 B005)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$113,221
2017	102-500734	Contracts for Prog Svc	\$433,584
<b>Sub-total</b>			<b>\$546,805</b>

National Council on Alcoholism and Drug Abuse Services (Vendor #177265 R001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$537,504
2017	102-500734	Contracts for Prog Svc	\$963,146
<b>Sub-total</b>			<b>\$1,500,650</b>

Phoenix Houses of New England, Inc (Vendor #177589 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$263,578
2017	102-500734	Contracts for Prog Svc	\$1,009,382
<b>Sub-total</b>			<b>\$1,272,960</b>

Attachment A  
Financial Details

Southeastern New Hampshire Alcohol and Drug Abuse Services (Vendor #155292 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$256,221
2017	102-500734	Contracts for Prog Svc	\$981,209
<b>Sub-total</b>			<b>\$1,237,430</b>

Tri-County Community Action Programs, Inc (Vendor #177195 B009)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$64,838
2017	102-500734	Contracts for Prog Svc	\$248,302
<b>Sub-total</b>			<b>\$313,140</b>

The Youth Council (Vendor #154886 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$16,245
2017	102-500734	Contracts for Prog Svc	\$72,910
<b>Sub-total</b>			<b>\$89,155</b>
<b>Total Clinical Svcs</b>			<b>\$9,835,016</b>
<b>Grand Total</b>			<b>\$11,451,100</b>



Substance Use Disorder Treatment Services and Recovery Support Services:	Individual Outpatient	Group Outpatient	Intensive Outpatient	Partial Hospitalization	Transitional Living	Low-Intensity Residential	High-Intensity Residential	High-Intensity Residential for Pregnant and Parenting Women	Ambulatory WM w/o Extended On-Site Monitoring (ASM Level 1WM)	Medically Monitored Inpatient Withdrawal Management (ASAM Level 3.7 WM)	Medication Assisted Treatment	Continuous Recovery Monitoring	Enhanced Recovery Support Services	Individual Recovery Support Services (non-clinical)	Group Recovery Support Services (non-clinical)	Statewide Crisis	Crisis services to agency's own clients
Vendors:																	
Concord Hospital, Inc.	X	X	X									X		X			X
Families First of the Greater Seacoast	X										X	X	X	X	X		X
Families in Transition	X	X	X								X	X	X	X	X		X
Goodwin Community Health	X	X	X								X	X	X	X	X		X
Grafton County DOC	X	X	X								X	X	X	X	X		X
Greater Nashua Council on Alcoholism, Inc.	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
HALO Educational Systems	X	X	X									X	X	X	X		X
Headrest, Inc.	X	X	X									X	X	X	X		X
Horizons Counseling Center, Inc.	X	X	X								X	X	X	X	X		X
Manchester Alcoholism Rehabilitation Center (subsidiary of Easter Seals New Hampshire Inc.) - Total	X	X	X	X	X	X	X			X		X		X	X		X
National Council on Alcoholism and Drug Dependency/Greater Manchester	X	X	X	X	X	X	X		X			X		X	X		X
Phoenix Houses of New England - Total	X	X	X		X	X	X				X	X		X	X		X
South Eastern New Hampshire Alcohol and Drug Abuse Services	X	X	X	X	X	X	X		X			X		X	X		X
Tri-County Community Action Program, Inc.	X	X	X								X	X		X	X		X
The Youth Council	X	X	X								X	X		X	X		X

An "X" indicates that the Vendor will provide the corresponding contracted service.



**New Hampshire Department of Health and Human Services**  
**Office of Business Operations**  
**Contracts & Procurement Unit**  
**Summary Score Sheet**

**Substance Use Disorder Treatment  
and Recovery Support Services**

**(RFP) #16-DHHS-DCBCS-BDAS-03**

**RFP Name**

**RFP Number**

**Reviewer Names**

- Bidder Name**
1. Concord Hospital, Inc.
  2. Families First of the Greater Seacoast
  3. Families in Transition
  4. Goodwin Community Health
  5. Grafotn County
  6. Greater Nashua Council on Alcoholism, Inc.
  7. HALO Educational Systems
  8. Headrest, Inc.
  9. Horizons Counseling Center, Inc.
  10. Manchester Alcoholism Rehabilitation Center  
(subsidiary of Easter Seals New Hampshire Inc.)
  11. National Council on Alcoholism and Drug  
Dependency/Greater Manchester
  12. Phoenix Houses of New England
  13. South Eastern New Hampshire Alcohol and Drug  
Abuse Services
  14. Tri-County Community Action Program, Inc.
  15. The Youth Council

Maximum Points	Actual Points
945	687
945	715
945	751
945	587
945	492
945	820
945	460
945	390
945	717
945	661
945	684
945	626
945	562
945	570
945	515

1. Jaime Powers, BDAS Clinical  
Services Unit Administrator
2. Linda Parker, BDAS Program  
Specialist IV
3. Paul Kiernan, BDAS Program  
Specialist IV
4. Michele Harlan, DHHS Director of  
Mental Health Services
5. Rhonda Siegel, DPHS,  
Administrator II
6. Donna Ferland, NH Hospital  
Administrator III / Financial Mngr
7. P. J. Nadeau, DHHS Financial  
Manager
8. Ann Driscoll, Administrator

Subject: Substance Use Disorder Treatment and Recovery Support Services (16-DHHS-DCBCS-BDAS-03-SUBST-14)



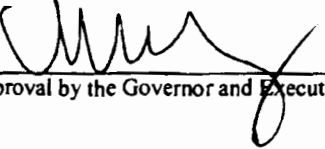
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name The Youth Council		1.4 Contractor Address 112 West Pearl Street Nashua, NH 03060	
1.5 Contractor Phone Number 603 889-1090 x 315	1.6 Account Number 05-95-49-491510-29890000-102-500734; 05-95-49-491510-29900000-102-500734	1.7 Completion Date June 30, 2017	1.8 Price Limitation \$103,000.
1.9 Contracting Officer for State Agency Eric Borrin, Director		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Elizabeth G. Houde Executive Director	
1.13 Acknowledgement: State of _____, County of _____  On <u>2/26/2016</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace   [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace April Couture, Notary			
1.14 State Agency Signature Kathleen Alham Date: <u>3/1/16</u>		1.15 Name and Title of State Agency Signatory Kathleen A. Dunn Associate Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)  By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable)  By:  Megan A. York On: <u>3/7/16</u> Attorney			
1.18 Approval by the Governor and Executive Council (if applicable)  By: _____ On: _____			

**2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

#### 8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

#### 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. **TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. **ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. **INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### 14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.



Exhibit A

**Scope of Services**

**1. Provisions Applicable to All Services**

- 1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

**2. Definitions**

- 2.1. Adolescents: Adolescents are individuals under the age of 18.
- 2.2. American Society of Addiction Medicine (ASAM): ASAM is a professional society representing over 3,500 physicians, clinicians and associated professionals in the field of addiction medicine. ASAM is dedicated to increasing access and improving the quality of addiction treatment, educating physicians and the public, supporting research and prevention, and promoting the appropriate role of physicians in the care of patients with addiction. More information can be found at: <http://www.asam.org/>
- 2.3. American Society of Addiction Medicine Criteria: ASAM's criteria, formerly known as the ASAM patient placement criteria, is the result of a collaboration that began in the 1980s to define one national set of criteria for providing outcome-orientated and results-based care in the treatment of addiction. Today the criteria have become the most widely used and comprehensive set of guidelines for placement, continued stay and transfer/discharge of patients with addiction and co-occurring conditions. ASAM's criteria are required in over 30 states. More information can be found at: <http://www.asam.org/publications/the-asam-criteria>
- 2.4. Charitable Choice: Charitable Choice is Public Law 102-321, 102d Congress and amended in 1992 and again in 2000 (Children's Health Services Act). Charitable Choice is a federal legislative provision designed to remove barriers to faith-based organizations receiving certain Federal funds. States may allocate Block Grant funds to faith-based treatment and recovery support services programs that maintain their religious character and hire people of their same faith, who also meet state requirements for licensing or certification of substance abuse treatment and recovery support services programs and staff. The Charitable Choice final rules were published in the Federal Register on September 30, 2003.
- 2.5. Clinical Evaluation: A Clinical Evaluation is a biopsychosocial evaluation completed in accordance with Technical Assistance Publication (TAP) 21: Addiction Counseling Competencies, available at <http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171>.

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Exhibit A

- 2.6. Days: Days in this Exhibit A and Exhibit B refers to calendar days, unless otherwise noted.
- 2.7. Evidence-Based Practice: Evidence-Based Practice is applying the best available research results (evidence) when making decisions about health care. Health care professionals who perform evidence-based practice use research evidence along with clinical expertise and patient preferences. Systematic reviews (summaries of health care research results) provide information that aids in the process of evidence-based practice.
- 2.7.1. The service shall be included as an evidence-based mental health and substance abuse intervention on the SAMHSA National Registry of Evidence-Based Programs and Practices (NREPP), <http://www.nrepp.samhsa.gov/ViewAll.aspx>
- 2.7.1.1. The service shall be included as an evidence-based mental health and substance abuse intervention on the SAMHSA National Registry of Evidence-Based Programs and Practices (NREPP), <http://www.nrepp.samhsa.gov/ViewAll.aspx>
- 2.7.1.2. The services shall be published in a peer-reviewed journal and found to have positive effects; or
- 2.7.1.3. The SUD treatment service provider shall be able to document the services' effectiveness based on the following:
1. The service is based on a theoretical perspective that has validated research; or
  2. The service is supported by a documented body of knowledge generated from similar or related services that indicate effectiveness;
- 2.8. Homeless: Homeless is (1) an individual or family who lacks a fixed, regular, and adequate nighttime residence; or (2) an individual or family who has a primary nighttime residence that is a supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels and congregate shelters), an institution other than a penal facility that provides temporary residence for individuals intended to be institutionalized, or a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.
- 2.9. Level of Care: Level of care refers to the intensity of treatment defined by the American Society of Addiction Medicine (ASAM) October 2013.
- 2.10. New Hampshire Resident: A New Hampshire resident is defined as a person residing in New Hampshire regardless of how long they have resided in New Hampshire or whether or not they have a fixed or permanent address.
- 2.11. Resiliency and Recovery Oriented Systems of Care (RROSC): RROSC are networks





Exhibit A

of organizations, agencies, and community members that coordinate a wide spectrum of services to prevent, intervene in, and treat substance use problems and disorders. RROSCs support person-centered and self-directed approaches to care that build on the strengths and resilience of individuals, families, and communities to take responsibility for their sustained health, wellness, and recovery from alcohol and drug problems. In New Hampshire, this is operationalized by the Continuum of Care model.

- 2.12. Screening Positive for Substance Use Disorder: Screening positive for a Substance Use Disorder means that the individual is likely to meet the Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM 5) criteria for a Substance Use Disorder. If the client screens probable, a clinical evaluation will be required to determine if the client does in fact meet DSM 5 criteria for a Substance Use Disorder.
- 2.13. Substance Abuse Prevention and Treatment (SAPT) Block Grant: SAPT Block Grant was originally established by Public Law 97-35 (PL 97-35), creating the Alcohol, Drug Abuse and Mental Health Services Block Grant (later the Substance Abuse Prevention and Treatment Block Grant, and now the Behavioral Health Assessment and Plan), which became effective on October 1, 1992 for the purpose of carrying out and evaluating activities to prevent and treat substance abuse and dependence.
- 2.14. Substance use disorders occur when the use of alcohol and/or drugs causes clinically and functionally significant impairment, such as health problems, disability, and failure to meet major responsibilities at work, school, or home. The existence of a substance use disorder is determined using Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM 5) criteria.
- 2.15. Web Information Technology System (WITS): WITS is a secure, 24/7 accessible web-based information technology system for the purpose of storing client demographic information. All BDAS contracted providers use WITS to report on the National Outcome Measures (NOMs) established by the SAMHSA, as required in the Federal Substance Abuse Prevention and Treatment Block Grant.

### 3. Covered Populations

3.1. The Contractor shall provide services in this Contract to the general adolescent population in Section 3.2 who:

- 3.1.1. Have a substance use disorder; and
- 3.1.2. Have income below 400% Federal Poverty Level; and
- 3.1.3. Are Residents of New Hampshire; or
- 3.1.4. Are homeless in New Hampshire.

3.2. The Contractor agrees to provide services in this Contract to the population as follows:



Exhibit A

- 3.2.1. Adolescents;
  - 3.2.2. Pregnant adolescent women;
  - 3.2.3. Adolescent women with dependent children;
  - 3.2.4. Adolescent injection drug users;
  - 3.2.5. Adolescents with co-occurring substance use and mental health disorders;
  - 3.2.6. Adolescents who are involved with the criminal justice system.
- 3.3. The Contractor shall provide services in this Contract separately for adolescents and adults unless approved by the Department.

**4. Substance Use Disorder Treatment Services**

- 4.1. The Contractor is required to provide to eligible individuals the following substance use disorder treatment services:
- 4.1.1. Outpatient Treatment as defined as American Society of Additional (ASAM) Criteria, Level 1. Outpatient Treatment services assist an individual or group of individuals to achieve treatment objectives through the exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.
- 4.2. The Contractor shall submit for Department approval, within 30 days from the contract effective date, the evidenced based practices to be used for all services in Section 4.1.
- 4.3. The Contractor shall submit for Department approval, changes to the evidence-based practices in Section 4.2, within 30 days prior to making the changes effective.

**5. Crisis Services to Existing Clients or their Significant Others**

- 5.1. The Contractor shall provide Crisis Services to existing clients or their significant others as follows:
- 5.1.1. Provide Crisis Services, 24 hours per day, 7 days a week either in person or by telephone that:
    - 5.1.1.1. Assist individuals in addressing a current crisis related to their substance use disorder or the substance use disorder of a significant other;
    - 5.1.1.2. Provide counseling services to assist with client stabilization, assessment of client's psychological stability and risk for harming themselves or others and appropriate referral based on this assessment; and
    - 5.1.1.3. Refer clients to appropriate treatment and other resources in the client's service area.
    - 5.1.1.4. If a request for crisis services comes from an individual who is not a



**Exhibit A**

current client, that individual may be referred to the statewide crisis services provider.

- 5.1.2. Provide encounter notes in the client's health record.
- 5.1.3. Provide sufficient staffing to provide Crisis Services as described above at least during normal business hours defined as 8 am to 5 pm, Monday through Friday.
- 5.1.4. May refer clients to the Statewide Crisis Services hotline, after normal business hours.

5.2. The Contractor agrees that Crisis Services shall be considered individual outpatient services when the Crisis Service provided has the specific purpose of treating the individual's substance use disorder.

5.3. The Contractor agrees that Crisis Services shall be considered individual recovery support services (non-clinical) when the Crisis service provided has the purpose of reducing or removing a barrier to the client achieving or maintaining recovery without directly treating the substance use disorder.

**6. Recovery Support Services**

6.1. The Contractor shall provide Recovery Support Services such as:

- 6.1.1. Non-clinical services such as but not limited to parenting, job search, financial management, skills development, and paraprofessional counseling services by:
  - 6.1.1.1. A Certified Recovery Support Worker (CRSW) under the supervision of a Masters Licensed Alcohol and Drug Counselor (MLADC); or
  - 6.1.1.2. A Certified Recovery Support Worker (CRSW) under the supervision of a Licensed Alcohol and Drug Counselor (LADC) with a Licensed Clinical Supervisor (LCS); or
  - 6.1.1.3. A MLADC or LADC
  - 6.1.1.4. Submitting for Department approval, within 30 days from the contract effective date, the name and description of the activities/services to provide non-clinical services.

**7. Enrolling Clients for Services**

7.1. The Contractor shall complete Intake Screenings and ASAM Level of Care Assessments, as follows:

- 7.1.1. Have direct contact (face to face communication by meeting in person, or electronically, or by telephone conversation) with an individual within two (2) business days from the date that individual (defined as a non-client, existing client, other provider, or any other person or entity) contacts the Contractor for Substance Use Disorder Treatment and Recovery Support Services.
- 7.1.2. Complete an initial Intake Screening within two (2) business days from the date of the first direct contact with the individual, using the eligibility module in Web



Exhibit A

Information Technology System (WITS) to determine probability of being eligible for services under this contract and for probability of having a substance use disorder.

- 7.1.3. Assess clients' income prior to admission using the WITS fee determination model and assure that clients' income information is updated as needed over the course of treatment by asking clients about any changes in income no less frequently than every 4 weeks.
- 7.1.4. Complete an ASAM Level of Care Assessment for all services in Section 4, within two (2) days of the initial Intake Screening in (Section 7.1.2) using the ASI Lite module, in WITS or in another electronic medical/health record system, or an alternative assessment tool as directed by the Department, when the individual is determined probable of being eligible for services. .
- 7.1.5. Make available to the Department upon request, the data from the ASAM Level of Care Assessment and in a format approved by the Department, when using an electronic medical/health record system other than WITS.
- 7.1.6. The Contractor shall complete a clinical evaluation of clients for services in Section 4, as follows:
  - 7.1.6.1. Prior to admission as a part of interim services or within 3 days following admission, and during treatment only when determined by licensed clinician.

7.2. The Contractor shall determine client eligibility for services under this contract using the eligibility criteria as follows:

- 7.2.1. The individual's income must be below 400% of Federal Poverty Level (FPL);
- 7.2.2. The individual must be a resident of New Hampshire or homeless in New Hampshire;
- 7.2.3. The individual must be determined positive for a substance use disorder (as evidenced in their clinical evaluation, Section 7.1.6
- 7.2.4. The individual is eligible for services described in Section 4 as determined by the ASAM Level of Care Assessment (defined in Section 7.1.4) unless:
  - 7.2.4.1. The client chooses to receive a service with a lower ASAM Level of Care; or
  - 7.2.4.2. The service with the needed ASAM Level of Care is unavailable at the time the level of care is determined in Section 7.1.4, in which case the client may choose:
    1. A service with a lower ASAM Level of Care;
    2. A service with the next available higher ASAM Level of Care;



Exhibit A

3. Be placed on the waitlist until their service with the assessed ASAM Level of Care becomes available as in Section 7.1.4;  
or
  4. Be referred to another agency in the client's service area that provides the service with the needed ASAM Level of Care.
- 7.3. The Contractor agrees to provide services to all eligible clients who:
- 7.3.1. Receive Medication Assisted Treatment services from other providers such as a client's primary care provider;
  - 7.3.2. Have co-occurring mental health disorders; or
  - 7.3.3. Are on medications and are taking those medications as prescribed regardless of the class of medication.
- 7.4. The Contractor shall admit eligible clients for services according to the order of priority described below:
- 7.4.1. Pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame. If the contractor is unable to admit a pregnant woman for the needed level of care within 24 hours, the contractor shall:
    - 7.4.1.1. Assist the pregnant woman with identifying alternative providers and with accessing services with these providers. This assistance must include actively reaching out to identify providers on the behalf of the client.
    - 7.4.1.2. Provide interim services until the appropriate level of care becomes available at either the contractor agency or an alternative provider. Interim services shall include:
      1. At least one 60 minute individual or group outpatient session per week;
      2. Recovery support services as needed by the client;
      3. Daily calls to the client to assess and respond to any emergent needs.
  - 7.4.2. Individuals who have been administered Narcan to reverse the effects of an opioid overdose either in the 14 days prior to screening or in the period between screening and admission to the program.
  - 7.4.3. Individuals with a history of injection drug use including the provision of interim services within 14 days.
  - 7.4.4. Individuals with substance use and co-occurring mental health disorders.



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- 7.4.5. Individuals with Opioid Use Disorders.
- 7.4.6. Individuals with substance use disorders who are involved with the criminal justice system.
- 7.4.7. Individuals who require priority admission at the request of the Department.
- 7.5. The Contractor shall obtain consent from individuals prior to providing services as follows:
  - 7.5.1. For individuals whose age is 12 and older, the Contractor is required to obtain consent from the individual themselves; or
  - 7.5.2. For individuals whose age is under 12, the Contractor is required to obtain consent from the individual's parent or legal guardian.

## 8. Waitlist

- 8.1. The Contractor shall place an eligible individual on a statewide waitlist in WITS when the service with the appropriate ASAM Level of Care (as defined in 7.1.4) is not available for the client at the time of screening as in Section 7.2.4.2.
  - 8.1.1. The Contractor shall keep the client's information up to date on the statewide waitlist.
  - 8.1.2. The Contractor shall notify the Department within 30 days from the effective date of the contract, with the name of the staff person who is responsible to monitoring and maintaining the waitlist.
  - 8.1.3. The Contractor shall monitor the waitlist and ensure that clients begin services as soon as possible either under this contract or by a referral to an agency that has an earlier available opening as follows:
    - 8.1.3.1. Anytime a client contacts the agency for a service and that service is not available within 2 business days of contact, they must be immediately added to the agency's waitlist and to the waitlist of other agencies as appropriate.
    - 8.1.3.2. Anytime a client is getting ready to move to a new level of care that will not be provided by the current provider or for which the current provider has a waitlist, the provider shall add the client to the waitlist of other appropriate agencies.
    - 8.1.3.3. Anytime a client is added to the waitlist of another agency, the provider shall complete consent in WITS to allow the agency the client is being referred to review client information in WITS.
    - 8.1.3.4. Every business day, the staff member identified in 8.1.2 shall review pending clients from outside agencies to accept, reject or delete the client as appropriate.



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8.1.3.5. Every business day, the staff member identified in 8.1.2 shall review their agency waitlist to ensure that any clients who were on the agency waitlist who are no longer on the waitlist due to admission, inaccessibility, etc. have been removed from the waitlist.

8.1.4. The Contractor shall provide a client on the waitlist interim services, defined as recovery support services or services with a lower ASAM Level of Care, under this contract or by referral to an agency that has an earlier available opening in the client's service area.

**9. Client Fees and Assistance with Enrolling in Insurance Programs**

9.1. The Contractor agrees to collect allowable fees from clients and to assist them with enrolling in private or public insurance programs when appropriate, as follows:

9.1.1. Agrees to using the Sliding Fee Scale and charging the client for their share for services in accordance with Exhibit B.

9.1.2. Agrees not to delay a client's admittance into a Substance Use Disorder Treatment and Recovery Support Services program for services due to a client's inability to immediately pay his or her share of the allowable fees (in accordance with Exhibit B) or pending an insurer's payment

9.1.3. Agrees to assist clients, who are unable to secure financial resources necessary for initial entry into the program, with obtaining other potential sources such as:

9.1.3.1. Assess the client's appropriateness for enrollment in public or private insurance, including but not limited to Medicaid and New Hampshire Health Protection Program, and assist the client in enrolling in an appropriate public or private insurance program; and/or

9.1.3.2. Complete assistance at or before intake, but no later than 14 days after intake.

9.1.3.3. Develop payment plans.

9.1.3.4. Document the assistance in Section 9.1.3 in a progress note.

9.2. The Contractor may discontinue services for a client who does not pay their share of the allowable fee(s), only after working with the client as described in Section 9.1.3.

9.3. The Contractor shall provide clients with copies of their individual financial accounts, upon the clients' request.

**10. Service Delivery Activities and Requirements**

10.1. The Contractor shall assess all clients for risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge based on policies and process approved by the Department within thirty (30) days from the contract effective date.



Exhibit A

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- 10.2. The Contractor shall assess all clients for withdrawal risk based on ASAM (2013) standards at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and stabilize all clients based on ASAM (2013) guidance and shall:
- 10.2.1. Provide stabilization services when a client's level of risk indicates a service with an ASAM Level of Care that can be provided under this Contract; If a client's risk level indicates a service with an ASAM Level of Care that can be provided under this contract, then the Contractor shall integrate withdrawal management into the client's treatment plan and provide on-going assessment of withdrawal risk to ensure that withdrawal is managed safely.
- 10.2.2. Refer clients to a facility where the services can be provided when a client's risk indicates a service with an ASAM Level of Care that is higher than can be provided under this Contract; Coordinate with the withdrawal management services provider to admit the client to an appropriate service once the client's withdrawal risk has reached a level that can be provided under this contract. and
- 10.3. The Contractor shall complete treatment plans for all clients based on clinical evaluation data within 3 days of the clinical evaluation (defined in Section 7.1.6) and must address all ASAM (2013) domains and shall:
- 10.3.1. Be updated based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent;
- 10.3.1. Have Treatment plan goals, objectives, and interventions written in terms that are specific, measurable, attainable, realistic and timely;
- 10.3.2. Evidence the client's involvement in identifying, developing, and prioritizing goals, objectives, and interventions.
- 10.4. The Contractor shall provide case management to clients that includes, at a minimum, coordination or care with Medication Assisted Treatment, physical, behavioral health, and peer recovery support providers as applicable with the client's:
- 10.4.1. Primary care provider and if the client does not have a primary care provider, the Contractor will make an appropriate referral to one and coordinate care with that provider.
- 10.4.2. Behavioral health care provider when serving clients with co-occurring substance use and mental health disorders, and if the client does not have a mental health care provider, then the Contractor will make an appropriate referral to one and coordinate care with that provider.
- 10.4.3. Medication assisted treatment provider.





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- 10.4.4. Peer recovery support provider, and if the client does not have a peer recovery support provider, the Contractor will make an appropriate referral to one and coordinate care with that provider. Such coordination will include actively coordinating with local recovery community organizations (where available) to bring peer recovery support providers into the treatment setting to meet with clients to describe available services and engage clients in peer recovery support services as applicable.
- 10.5. The Contractor shall submit for Department approval within thirty (30) days from the contract effective date, the policies and procedures for coordination of care described in in Section 10.4
- 10.6. The Contractor will make continuing care, transfer, and discharge for all Services in Section 4. The Contractor shall decisions based on ASAM (2013) criteria and complete continuing of care, transfer and discharge plans that address all ASAM (2013) domains as follows:
- 10.6.1. Begin the process of discharge/transfer planning at the time of the client's intake to the program.
- 10.6.2. Review the 3 criteria for continuing services or the 4 criteria for transfer/discharge, when addressing continuing care or discharge/transfer that include:
- 10.6.2.1. Continuing Service Criteria A: The patient is making progress, but has not yet achieved the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his or her treatment goals;  
or
- 10.6.2.2. Continuing Service Criteria B: The patient is not yet making progress, but has the capacity to resolve his or her problems. He/she is actively working toward the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his/her treatment goals;  
and /or
- 10.6.2.3. Continuing Service Criteria C: New problems have been identified that are appropriately treated at the present level of care. The new problem or priority requires services, the frequency and intensity of which can only safely be delivered by continued stay in the current level of care. The level of care which the patient is receiving treatment is therefore the least intensive level at which the patient's problems can be



Exhibit A

addressed effectively

- 10.6.2.4. Transfer/Discharge Criteria A: The Patient has achieved the goals articulated in the individualized treatment plan, thus resolving the problem(s) that justified admission to the present level of care. Continuing the chronic disease management of the patient's condition at a less intensive level of care is indicated; or
  - 10.6.2.5. Transfer/Discharge Criteria B: The patient has been unable to resolve the problem(s) that justified the admission to the present level of care, despite amendments to the treatment plan. The patient is determined to have achieved the maximum possible benefit from engagement in services at the current level of care. Treatment at another level of care (more or less intensive) in the same type of services, or discharge from treatment, is therefore indicated; or
  - 10.6.2.6. Transfer/Discharge Criteria C: The patient has demonstrated a lack of capacity due to diagnostic or co-occurring conditions that limit his or her ability to resolve his or her problem(s). Treatment at a qualitatively different level of care or type of service, or discharge from treatment, is therefore indicated; or
  - 10.6.2.7. Transfer/Discharge Criteria D: The patient has experienced an intensification of his or her problem(s), or has developed a new problem(s), and can be treated effectively at a more intensive level of care.
- 10.6.3. The Contractor shall maintain clear documentation that explains why continued services are necessary for Recovery Support Services.
- 10.7. The Contractor will ensure educational information is provided to clients in all programs on HCV/HIV/TB & STD's as evidenced by inclusion in programming.
- 10.8. The Contractor shall deliver services using evidence based practices as demonstrated by meeting one of the following criteria in Section 2.6.
- 10.9. The Contractor shall deliver services in this Contract in accordance with:
- 10.9.1. The ASAM Criteria (2013). The ASAM Criteria (2013) can be purchased online through the ASAM website at: <http://www.asamcriteria.org/>
  - 10.9.2. The Substance Abuse Mental Health Services Administration (SAMHSA) Treatment Improvement Protocols (TIPs) available at <http://store.samhsa.gov/list/series?name=TIP-Series-Treatment-Improvement-Protocols-TIPS->
  - 10.9.3. The SAMHSA Technical Assistance Publications (TAPs) available at



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<http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1>

10.9.4. The Requirements in Exhibit K.

## 11. Continuous Recovery Monitoring

11.1. The Contractor shall provide Continuous Recovery Monitoring services to clients by providing on-going contact with a client following discharge from the program as follows:

11.1.1. Attempt to contact each client a minimum of three (3) times over the course of one week by telephone at a reasonable time when the client would normally be available.

11.1.2. Provide to the Department within 30 days of the contract effective date, the policies and procedures in place for at least one completed biweekly contact as in Sections 11.1.3 through 11.1.8, by telephone or face to face, with the client following discharge. Contact clients at least bi-weekly and no less frequently than:

11.1.2.1. 3 months post-discharge which is defined as 60 to 120 days from the last treatment service.

11.1.2.2. 6 months post-discharge which is defined as 150 to 210 days from the last treatment service.

11.1.2.3. 12 months post-discharge which is defined as 330 to 390 days from the last treatment service.

11.1.3. Inquire on the status of each client's recovery.

11.1.4. Identify any client needs.

11.1.5. Assist the client with addressing the needs identified in Section 11.1.4.

11.1.6. Provide early intervention to clients who have relapsed or whose recovery is at risk, as identified in Section 11.1.4, and record the same.

11.1.7. Include assessment of the National Outcomes Measures (NOMS) based client outcomes in WITS.

11.1.8. Complete the Client Follow-Up in WITS within 3 days of each completed contact.

11.2. The Contractor shall comply with performance of Exhibit A, Section 11.1.2, as follows:

11.2.1. Twenty-five percent (25%) of discharged clients shall be contacted three (3) months after discharge.

11.2.2. Ten percent (10%) of discharged clients shall be contacted (6) months after discharge.



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- 11.2.3. Five percent (5%) of discharged clients shall be contacted twelve (12) months after discharge.

**12. Tobacco Cessation**

- 12.1. The Contractor shall offer tobacco cessation tools and education to all eligible clients receiving services in this contract as follows:
- 12.1.1. Asses clients for motivation in stopping the use of tobacco products;
  - 12.1.2. Offer resources such as but not limited to the Department's Tobacco Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the QuitLine; and
  - 12.1.3. Shall not use tobacco use, in and of itself, as grounds for discharging clients from services being provided under this contract.

**13. Tobacco Free Environment**

- 13.1. The Contractor shall have policies and procedures that create a tobacco-free environment. At a minimum these policies shall:
- 13.1.1. Include the smoking of any tobacco product, the use of oral tobacco products or "spit" tobacco, and the use of electronic devices;
  - 13.1.2. Apply to employees, clients and employee or client visitors;
  - 13.1.3. Prohibit the use of tobacco products within the contractor's facilities at any time.
  - 13.1.4. Prohibit the use of tobacco in any contractor owned vehicle.
  - 13.1.5. Include whether or not use of tobacco products is prohibited outside of the facility on the grounds.
  - 13.1.6. If use of tobacco products is allowed outside of the facility on the grounds:
    - 13.1.6.1. There shall be a designated smoking area(s) which is located at least 20 feet from the main entrance.
    - 13.1.6.2. All materials used for smoking in this area, including cigarette butts and matches, will be extinguished and disposed of in appropriate containers.
    - 13.1.6.3. Contractors will ensure periodic cleanup of the designated smoking area.
    - 13.1.6.4. If the designated smoking area is not properly maintained, it can be eliminated at the discretion of the contractor.
  - 13.1.7. Prohibit tobacco use in any company vehicle.
  - 13.1.8. Prohibit tobacco use in personal vehicles when transporting people on



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authorized business.

- 13.1.9. Post the tobacco free environment policy in the contractor's facilities and vehicles and included in employee, client, and visitor orientation.

**14. Resiliency and Recovery Oriented System of Care (RROSC)**

14.1. The Contractor shall engage in and promote a Resiliency and Recovery Oriented System of Care (RROSC) at a minimum:

- 14.1.1. Provide families and communities with education around Substance Use Disorders Treatment and Recovery Support Services;
- 14.1.2. Work with the Department's regional public health networks in order to reduce stigma associated with substance misuse and increase collaboration between prevention, treatment, and community supports.

**15. Service Management and Monitoring**

15.1. The Contractor shall maintain a consistent service capacity for Substance Use Disorder Treatment and Recovery Support Services statewide by:

- 15.1.1. Monitoring its individual capacity to consistently and evenly deliver these services; and
- 15.1.2. Monitoring and managing the utilization levels of care and service array required under this contract throughout the contract period.
- 15.1.3. No less than monthly, the Contractor shall monitor the percentage of the contract funding expended relative to the percentage of the contract period that has elapsed. If there is a difference of more than 10% between expended funding and elapsed time on the contract the contractor shall notify the Department within 5 days and submit a plan for correcting the discrepancy within 10 days of notifying the Department.
- 15.1.4. Beginning on July 1, 2016 and continuing every three months thereafter, the Department shall review the Contractor's utilization as described in Section 15.1.3 above. If the Contractor's expended funding is more than 25% below the elapsed time on the contract, the Department may amend the contract to reduce the overall price limitation.

**16. Service Area**

16.1. The Contractor will provide services described in this Scope of Work to any eligible client, regardless of where the client lives or works in New Hampshire.

**17. Residential Facilities License**

17.1. A residential facilities license from the Department's Bureau of Health Facilities Administration is not applicable for this Contract.

**18. Staffing Requirements**

18.1. The Contractor shall meet the minimum staffing requirements as follows:



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- 18.1.1. At least one Masters Licensed Alcohol and Drug Counselor (MLADC) or Licensed Alcohol and Drug Counselor (LADC) who also holds the Licensed Clinical Supervisor (LCS) credential;
  - 18.1.2. At least one MLADC or Licensed Alcohol and Drug Counselor (LADC) for every two unlicensed counselors providing clinical services;
  - 18.1.3. A sufficient number of:
    - 18.1.3.1. MLADCs to adequately provide for staff clinical supervision; and/or
    - 18.1.3.2. A sufficient number of LADCs with the LCS (Licensed Clinical Supervisor) credential to adequately provide for staff clinical supervision; and
    - 18.1.3.3. At least one Certified Recovery Support Worker (CRSW) for every 50 clients or portion thereof.
  - 18.2. The Contractor shall utilize CRSWs to provide treatment services within their scope of practice as defined by New Hampshire Administrative Rule Title XXX, Chapter 330-C, Section 13.
  - 18.3. Unlicensed staff providing clinical or recovery support services must hold a CRSW within 6 months of hire or effective date of this contract, whichever is later.
  - 18.4. Have policies and procedures related to student interns to address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract, including but not limited to:
    - 18.4.1. The Contractor shall base intern responsibilities and caseloads on student learning needs and school requirements and shall not utilize interns as adjunct staff to meet the staffing needs of the Contractor.
    - 18.4.2. Have student interns complete an approved ethics course prior to beginning their internship.
    - 18.4.3. Provide ongoing clinical supervision that includes:
    - 18.4.4. Weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress;
    - 18.4.5. Group supervision to help optimize the learning experience, when enough candidates are under supervision;
    - 18.4.6. Content that covers the:
      - 18.4.6.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee, and that covers;



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- 18.4.6.2. The core functions as described in the Twelve Core Functions of Alcohol and Drug Counseling, available at <http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171>; and
- 18.4.6.3. The standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics.
- 18.5. The Contractor shall notify the Department, in writing of changes in key personnel and provide, within five (5) business days to the Department, updated resumes that clearly indicate the staff member is employed by the Contractor. Key personnel are those staff for whom at least 10% of their work time is spent providing alcohol or other drug abuse treatment services.
- 18.6. The Contractor shall notify the Department in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. The Contractor shall provide a copy of the resume of the employee, which clearly indicates the staff member is employed by the Contractor, with the notification.
- 18.7. The Contractor shall notify the Department in writing and submit a corrective action plan for Department approval within 14 days, when staffing does not meet the requirements defined in 18.1 through 18.4.
- 18.8. The Contractor shall provide in-service training to all staff involved in client care within 15 days of the contract effective date or the staff person's start date, if after the contract effective date, and at least every 90 days thereafter on the following:
- 18.8.1. The contract requirements;
- 18.8.2. Requirements in Exhibit K;
- 18.8.3. SAMHSA Substance Abuse Prevention and Treatment Block Grant requirements relative to treatment services using a checklist provided by the Department; and
- 18.8.4. All other relevant policies and procedures provided by the Department.
- 18.9. The Contractor shall provide in-service training or ensure attendance at an approved training by the Department to clinical staff on HCV/HIV/TB & STD's annually. The contractor shall provide the Department with a list of staff attending an in-service training or Certificates of Attendance.
- 18.10. The Contractor shall provide suitable office, treatment, and meeting space that complies with all fire, health, and safety codes and is handicapped and wheelchair accessible.

**19. Web Information Technology System**



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- 19.1. The Contractor shall use the Web Information Technology System to record all encounter notes such as client activity and client contact within (3) days following the activity or contact including but not limited to: screening, fee determination, admission, billing, disenrollment, and discharge data.
- 19.2. The Contractor agrees that all encounter notes will include a record of the clinical content of the session. Encounter notes will be oriented track to client's progress with specific treatment goals.

## 20. Quality Assurance

- 20.1. The Contractor shall participate in all quality improvement activities requested by the Department such as, but not limited to:
  - 20.1.1. Submission of monthly, web based contract compliance reports no later than the 10<sup>th</sup> day of the month following the reporting month;
  - 20.1.2. Participation in electronic and in-person client record reviews;
  - 20.1.3. Participation in site visits;
  - 20.1.4. Reporting on National Outcome Measures (NOMs) data in WITS for:
    - 20.1.4.1. 100% of all clients at admission;
    - 20.1.4.2. 100% of all clients who are discharged because they have completed treatment or transferred to another program;
    - 20.1.4.3. 50% of all clients who are discharged for reasons other than those specified above in Section 20.1.4.2;
    - 20.1.4.4. 25% of all clients who are 3 months post-discharge as defined in Section 11.1.2.1;
    - 20.1.4.5. 10% of all clients who are 6 months post-discharge as defined in Section 11.1.2.2;
    - 20.1.4.6. 5% of all clients who are 12 months post-discharge as defined in Section 11.1.2.3;
    - 20.1.4.7. The above NOMs reporting requirements are minimum requirements and the Contractor shall attempt to achieve greater reporting results when possible.
  - 20.1.5. Participation in training and technical assistance activities as directed by the Department, including but not limited to the ASAM Community of Practice developed by the Center for Excellence (the Department's Drug and Alcohol Services Technical Assistance Contractor).

## 21. Performance Incentives

- 21.1. The Contractor agrees that up to six (6) percent of the contract's maximum price





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limitation in Box 1.8 of the General Provision, Form P-37 will be reserved by the Department for performance incentives, except when there is a priority to pay for services. The Contractor agrees to the Department using all or some of the reserved funding to continue to pay for services when the Contractor has been reimbursed for at least 94% of the contract's price limitation for services.

21.1.1. The Contractor is eligible for incentive payments when successfully meeting the performance criteria in Section 21.1.2 and when there is available funding as in Section 21.1 at the time the Contractor meets the performance criteria.

21.1.2. The Contractor's performance criteria and incentive payments are as follows:

Performance Criteria	Incentive Payment
Access to Services: for each client who screens eligible for services and starts receiving services, other than evaluation, whether for the identified service for the ASAM Level of Care or interim services, within 10 business days following the eligibility screening.	The Contractor will receive an incentive payment of \$75.00
Completion: for each client who is discharged from the program because they have completed treatment or transferred to another treatment provider as recorded in the Discharge Type field of the WITS Discharge Module.	The Contractor will receive an incentive payment of \$75.00
Client Outcomes: for each client who was discharged from the program and meets at least 3 of the Outcome Criteria (in Section 21.1.2.1) in the 3 <sup>rd</sup> and/or 6 <sup>th</sup> month post-discharge, as evidenced by the WITS Follow-Up Module.	The Contractor will receive an incentive payment of \$50.00
Client Outcomes: for each client who was discharged from the program and meets at least 3 of the Outcome Criteria (below in Section 12.1.2.1) in the 12 <sup>th</sup> month post-discharge, as evidenced by the WITS Follow-Up Module.	The Contractor will receive an incentive payment of \$100.00

21.1.2.1. The Contractor agrees to the post discharge outcome criteria as follows:

1. Abstinence: The client reports reduced or no substance use in the past 30 days prior to the contact.
2. Employment/Education: The client reports increased or



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- retained employment or the client reports returning to or staying in school at the time of contact.
3. Crime and Criminal Justice: The client reports no arrests in the past 30 days prior to contact.
  4. Stability in Housing: The client reports being in stable housing defined as not homeless or at risk of being homeless, at the time of contact.
  5. Social Connectedness: The client reports engagement in Recovery Support Services, Care Coordination, and/or Community Based Support Groups in the past 30 days prior to contact.
- 21.1.2.2. The Contractor agrees that Performance Incentives will be calculated and paid on a monthly basis for clients meeting criteria in the previous month.
- 21.1.2.3. The Contractor may submit screening disposition data for all clients, regardless of payer source, at 6 months and 12 months from the contract effective date.
1. The Contractor may receive \$1,000 for each submission (if funding is available in the contract at the time the Contractor submits the data, with priority of funding being for services). Screening disposition data must include:
    - a. Total number of clients screened for services
    - b. Number of client screened appropriate for services
    - c. Number of clients engaging in services who's payer was:
      - i. This contract
      - ii. New Hampshire Health Protection Plan
      - iii. New Hampshire Medicaid
      - iv. Medicare
      - v. Private Insurance
      - vi. Self-Pay

**22. Liquidated Damages**

- 22.1. The Contractor and the Department agree that the Web Information Technology System (WITS) shall be the source of record with data polls beginning September 1, 2016 and every 5 months thereafter.



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- 22.2. The Contractor and the Department agree that it will be extremely impracticable and difficult to determine actual damages that the Department will sustain in the event that the Contractor fails to maintain the required performance standards in Section 11.2, throughout the life of the contract. Any breach by the Contractor will delay and disrupt the Department's operations and obligations and lead to significant damages. Therefore, the parties agree that the liquidated damages as specified in the sections below are reasonable.
- 22.3. Assessment of liquidated damages shall be in addition to, not in lieu of, such other remedies as may be available to the Department. Except and to the extent expressly provided herein, the Department shall be entitled to recover liquidated damages cumulatively under each section applicable to any given incident.
- 22.4. The Department shall make all assessments of liquidated damages. Should the Department determine that liquidated damages may, or will be assessed; the Department shall notify the Contractor as specified in Section 23, Notifications and Remedies for Liquidated Damages, below.
- 22.5. The Contractor shall submit a written Corrective Action Plan to the Department within five (5) business days of receiving notification as specified in Section 23, Notifications and Remedies for Liquidated Damages., for review and approval prior to implementation of the corrective action plan.
- 22.6. The Contractor agrees that as determined by the Department, failure to provide services that meet the performance standards in Section 11.2 shall result in liquidated damages as specified in Section 23, Notifications and Remedies for Liquidated Damages. The Department's decision to assess liquidated damages must be reasonable, based in fact and made in good faith.
- 22.7. The remedies specified in Section 23, Notifications and Remedies for Liquidated Damages, shall apply until the failure is cured or resulting dispute is resolved in the Contractor's favor.
- 22.8. Liquidated damages in the amount of \$2,500 for failure to meet all three of the performance measures in Section 11.2, except for Section 11.2.1 the liquidated damage shall be assessed when the percentage falls below 15%, at the time specified in Section 22.1.
- 22.9. The Department will deduct the amount of liquidated damages being assessed from the amount the Department owes on the monthly billing submitted to the Department after the assessment of liquidated damages.
- 22.10. The amount of liquidated damages assessed by the Department to the Contractor shall not exceed the price limitation in Form P-37, General Provisions, block 1.8, Price Limitation.

**23. Notifications and Remedies for Liquidated Damages.**



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- 23.1. Prior to the imposition of liquidated damages or any other remedies under this Contract, including termination for breach, the Department shall issue written notice of remedies that shall include, as applicable:
- 23.1.1. A citation to the Contract provision violated.
  - 23.1.2. The remedies to be applied and the date the remedies shall be imposed.
  - 23.1.3. The basis for the Department's determination that the remedies shall be imposed.
  - 23.1.4. A request for a Corrective Action Plan.
  - 23.1.5. The timeframe and procedure for the Contractor to dispute the Department's determination. The Contractor's dispute of liquidated damages or remedies shall not stay the effective date of the proposed liquidated damages or remedies.
  - 23.1.6. If the failure is not resolved within the cure period, liquidated damages may be imposed retroactively to the date of failure to perform and continue until the failure is cured or any resulting dispute is resolved in the Contractor's favor.
- 23.2. In connection with any action taken or decision made by the Department with respect to this Contract, within ninety (90) days following the action or decisions, the Contractor may protest such action or decision by the delivery of a notice of protest to the Department and by which the Contractor may protest said action or decision and/or request an informal hearing with the Director of the Bureau of Drug and Alcohol Services.
- 23.2.1. The Contractor shall provide the Department with an explanation of its position protesting the Department's action or decision.
  - 23.2.2. The Director shall determine a time that is mutually agreeable to the parties during which they may present their views on the disputed issues. It is understood that the presentation and discussion of the disputed issues will be informal in nature.
  - 23.2.3. The Director shall provide written notice of the time, format and location of the presentation.
  - 23.2.4. At the conclusion of the presentations, the Director shall consider all evidence and shall render a written recommendation as soon as practicable, but in no event more than thirty (30) days after the conclusion of the presentation.
  - 23.2.5. The Director may appoint a designee to hear and determine the matter.

**24. State and Federal Requirements**

- 24.1. If there is any error, omission, or conflict in the requirements listed below, the



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applicable Federal, State, and Local regulations, rules and requirements shall control. The requirements specified below are provided herein to increase the Contractor's compliance.

24.2. The Contractor agrees to the following state and/or federal requirements for Program requirements for specialty treatment for pregnant and parenting women:

24.2.1. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.

24.2.2. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.

24.2.3. The program provides or arranges for primary medical care for women who are receiving substance abuse services, including prenatal care.

24.2.4. The program provides or arranges for child care with the women are receiving services.

24.2.5. The program provides or arranges for primary pediatric care for the women's children, including immunizations.

24.2.6. The program provides or arranges for gender-specific substance abuse treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, and parenting.

24.2.7. The program provides or arranges for therapeutic interventions for children in custody of women in treatment which may, among other things, address the children's developmental needs and their issues of sexual abuse, physical abuse, and neglect.

24.2.8. The program provides or arranges for sufficient case management and transportation services to ensure that the women and their children have access to the services described above.

24.2.9. Arrange for means activities to assist the client in finding and engaging in a service, which may include, but is not limited to helping the client to locate an appropriate provider, referring clients to the needed service provider, setting up appointments for clients with those providers, and assisting the client with attending appointments with the service provider.

24.3. The Contractor agrees to the following state and federal requirements for all programs in this Contract as follows:

24.3.1. Within 7 days of reaching 90% of capacity, the program notifies the state that 90% capacity has been reached.

24.3.2. The program admits each individual who requests and is in need of treatment for intravenous drug abuse not later than:

24.3.1.1. 14 days after making the request; or

24.3.1.2. 120 days if the program has no capacity to admit the individual



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on the date of the request and, within 48 hours after the request, the program makes interim services available until the individual is admitted to a substance abuse treatment program

- 24.3.2. The program offers interim services that include, at a minimum, the following:
  - 24.3.2.1. Counseling and education about HIV and Tuberculosis (TB), the risks of needle-sharing, the risks of transmission to sexual partners and infants, and steps that can be taken to ensure that HIV and TB transmission does not occur
  - 24.3.2.2. Referral for HIV or TB treatment services, if necessary
  - 24.3.2.3. Individual and/or group counseling on the effects of alcohol and other drug use on the fetus for pregnant women and referrals for prenatal care for pregnant women
- 24.3.3. The program has established a waiting list that includes a unique patient identifier for each injecting drug abuser seeking treatment, including patients receiving interim services while awaiting admission.
- 24.3.4. The program has a mechanism that enables it to:
  - 24.3.4.1. Maintain contact with individuals awaiting admission
  - 24.3.4.2. Admit or transfer waiting list clients at the earliest possible time to an appropriate treatment program within a service area that is reasonable to the client.
  - 24.3.4.3. The program takes clients awaiting treatment off the waiting list only when one of the following conditions exist:
    - 1. Such persons cannot be located for admission into treatment or
    - 2. Such persons refuse treatment
- 24.3.5. The program carries out activities to encourage individuals in need of treatment services to undergo treatment by using scientifically sound outreach models such as those outlined below or, if no such models are applicable to the local situation, another approach which can reasonably be expected to be an effective outreach method.
- 24.3.6. The program has procedures for:
  - 24.3.6.1. Selecting, training, and supervising outreach workers.
  - 24.3.6.2. Contacting, communicating, and following up with high-risk substance abusers, their associates, and neighborhood residents within the constraints of Federal and State confidentiality requirements.



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- 24.3.6.3. Promoting awareness among injecting drug abusers about the relationship between injecting drug abuse and communicable diseases such as HIV.
- 24.3.6.4. Recommending steps that can be taken to ensure that HIV transmission does not occur.
- 24.3.7. The program directly, or through arrangements with other public or non-profit private entities, routinely makes available the following TB services to each individual receiving treatment for substance abuse:
  - 24.3.7.1. Counseling the individual with respect to TB.
  - 24.3.7.2. Testing to determine whether the individual has been infected with mycobacteria TB to determine the appropriate form of treatment for the individual.
  - 24.3.7.3. Providing for or referring the individuals infected by mycobacteria TB appropriate medical evaluation and treatment.
- 24.3.8. For clients denied admission to the program on the basis of lack of capacity, the program refers such clients to other providers of TB services.
- 24.3.9. The program has implemented the infection control procedures that are consistent with those established by the Department to prevent the transmission of TB and that address the following:
  - 24.3.9.1. Screening patients and identification of those individuals who are at high risk of becoming infected.
  - 24.3.9.2. Meeting all State reporting requirements while adhering to Federal and State confidentiality requirements, including 42 CFR part 2.
  - 24.3.9.3. Case management activities to ensure that individuals receive such services.
  - 24.3.9.4. The program reports all individuals with active TB as required by State law and in accordance with Federal and State confidentiality requirements, including 42 CFR part 2.
- 24.3.10. The program gives preference in admission to pregnant women who seek or are referred for and would benefit from Block Grant funded treatment services. Further, the program gives preference to clients in the following order:
  - 24.3.10.1. To pregnant and injecting drug users first.
  - 24.3.10.2. To other pregnant substance users second.



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- 24.3.10.3. To other injecting drug users third.
- 24.3.10.4. To all other individuals fourth.
- 24.3.11. The program refers all pregnant women to the State when the program has insufficient capacity to provide services to any such pregnant women who seek the services of the program.
- 24.3.12. The program makes available interim services within 48 hours to pregnant women who cannot be admitted because of lack of capacity.
- 24.3.13. The program makes continuing education in treatment services available to employees who provide the services.
- 24.3.14. The program has in effect a system to protect patient records from inappropriate disclosure, and the system:
  - 24.3.14.1. Is in compliance with all Federal and State confidentiality requirements, including 42 CFR part 2.
  - 24.3.14.2. Includes provisions for employee education on the confidentiality requirements and the fact that disciplinary action may occur upon inappropriate disclosure.
- 24.3.15. The program does not expend SAPT Block Grant funds to provide inpatient hospital substance abuse services, except in cases when each of the following conditions is met:
  - 24.3.15.1. The individual cannot be effectively treated in a community-based, non-hospital, residential program.
  - 24.3.15.2. The daily rate of payment provided to the hospital for providing the services does not exceed the comparable daily rate provided by a community-based, non-hospital, residential program.
  - 24.3.15.3. A physician makes a determination that the following conditions have been met:
    - 1. The primary diagnosis of the individual is substance abuse and the physician certifies that fact.
    - 2. The individual cannot be safely treated in a community-based, non-hospital, residential program.
    - 3. The service can be reasonably expected to improve the person's condition or level of functioning.
    - 4. The hospital-based substance abuse program follows national standards of substance abuse professional practice.





Exhibit A

5. The service is provided only to the extent that it is medically necessary (e.g., only for those days that the patient cannot be safely treated in community-based, non-hospital, residential program.)
- 24.3.16. The program does not expend Substance Abuse Prevention and Treatment (SAPT) Block Grant funds to purchase or improve land; purchase, construct, or permanently improve (other than minor remodeling) any building or other facility; or purchase major medical equipment.
- 24.3.17. The program does not expend SAPT Block Grant funds to satisfy and requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds.
- 24.3.18. The program does not expend SAPT Block Grant funds to provide financial assistance to any entity other than a public or nonprofit private entity.
- 24.3.19. The program does not expend SAPT Block Grant funds to make payments to intended recipients of health services.
- 24.3.20. The program does not expend SAPT Block Grant funds to provide individuals with hypodermic needles or syringes.
- 24.3.21. The program does not expend SAPT Block Grant funds to provide treatment services in penal or corrections institutions of the State.
- 24.3.22. The program uses the Block Grant as the "payment of last resort" for services for pregnant women and women with dependent children, TB services, and HIV services and, therefore, makes every reasonable effort to do the following:
  - 24.3.22.1. Collect reimbursement for the costs of providing such services to persons entitled to insurance benefits under the Social Security Act, including programs under title XVIII and title XIX; any State compensation program, any other public assistance program for medical expenses, any grant program, any private health insurance, or any other benefit program.
  - 24.3.22.2. Secure from patients of clients payments for services in accordance with their ability to pay.
- 24.4. The Contractor shall comply with all relevant state and federal laws such as but not limited to:
  - 24.4.1. The Contractor shall, upon the direction of the State, provide court-ordered evaluation and a sliding fee scale (in Exhibit B) shall apply and submission of the court-ordered evaluation and shall, upon the direction



Exhibit A

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of the State, offer treatment to those individuals.

- 24.4.2. The Contractor shall comply with the legal requirements governing human subject's research when considering research, including research conducted by student interns, using individuals served by this contract as subjects. Contractors must inform and receive the Department's approval prior to initiating any research involving subjects or participants related to this contract. The Department reserves the right, at its sole discretion, to reject any such human subject research requests.
- 24.4.3. Contractors shall comply with the Department's Sentinel Event Reporting Policy.



Exhibit B

**Method and Conditions Precedent to Payment**

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, of the General Provisions, for the services provided by the Contractor pursuant to Exhibit A.
2. This Agreement is funded by:
  - 2.1. New Hampshire General Funds;
  - 2.2. Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment Funds;
  - 2.3. Federal Funds from the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959); and
  - 2.4. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements.
3. The Contractor agrees to be reimbursed for services listed in Exhibit B-1 on a fee for service basis. The Contractor agrees the fees for services are all-inclusive rates to deliver the services and to meet the requirements in Exhibit A.
4. Method for Charging Services under this Contract
  - 4.1. The Contractor agrees to:
    - 4.1.1. Directly bill and receive payments for services provided under this contract from public and private insurance plans, the clients, and the Department;
    - 4.1.2. Assuring a billing and payment system that enables expedited processing to the greatest degree possible so that a client's admittance into the program is not unduly delayed, and overpayments are immediately refunded.
    - 4.1.3. Maintaining an accurate accounting and records for all services billed, payments received and overpayments (if any) refunded.
  - 4.2. The Contractor agrees to determine and charge for services provided to an eligible client under this contract, as follows:
    - 4.2.1. The Contractor shall charge up to the Contract Rate, in Exhibit B-1, by first charging the client's private insurance when the insurers' rates are at or lower than the Contract Rate.
    - 4.2.2. The Contractor shall charge the client according to a Sliding fee scale, in Section 7, when the Contractor determines or anticipates that the private insurer will not remit payment for the full amount of the Contract Rate in Exhibit B-1.
    - 4.2.3. If, after the Contractor charges the client's insurer (if applicable) and the client, any portion of the Contract Rate remains unpaid, the Contractor shall charge the



Exhibit B

Department the balance (the Contract Rate less the private insurer and the client cost shares).

- 4.3. The Contractor agrees the amount charged to the client shall not exceed the Contract Rate in Exhibit B-1 multiplied by the corresponding percentage stated in Section 7 Sliding fee scale for the client's applicable income level.
  - 4.4. The Contractor shall not charge the combination of the public or private insurer, the client and the Department an amount greater than the Contract Rate in Exhibit B-1.
  - 4.5. In the event of an overpayment (wherein the combination of all payments received by the Contractor) for a given service exceeds the Contract Rate stated in Exhibit B-1, the Contractor shall refund the parties in the reverse order, unless the overpayment was due to insurer, client or Departmental error. In instances of payer error, the Contractor shall refund the party who erred, and adjust the charges to the other parties, according to a correct application of the Sliding Fee Schedule.
5. The Contractor shall submit billing through the Website Information Technology System (WITS) for services listed in Exhibit B-1 as follows:
    - 5.1. Enter encounter note(s) into WITS no later than three (3) days after the date the service was provided to the client
    - 5.2. Review the encounter notes no later than 20 days following the last day of the billing month, and notify the Department that encounter notes are ready for review.
    - 5.3. Correct errors, if any, in the encounter notes as identified by the Department no later than 7 days after being notified of the errors and notify the Department the notes have been corrected and are ready for review.
    - 5.4. Batch and transmit the encounter notes upon Department approval for the billing month.
      - 5.4.1. Submit separate batches for each billing month.
    - 5.5. Agrees that encounter notes submitted for review after sixty (60) days of the last day of the billing month may be subject to non-payment.
  6. Payment for Crisis Services to Existing Clients and their Significant Others:
    - 6.1. The Department will reimburse the Contractor for Crisis Services as a fee for service either as individual outpatient services or individual recovery support services (non-clinical) as defined in Exhibit A, Section 5.2 or 5.3, respectively and at the rates, unit type, and service limit in Exhibit B-1.
  7. Sliding Fee Scale
    - 7.1. The Sliding Fee Scale shall apply to the services listed in Exhibit B-1 as follows:
    - 7.2. The Contractor will charge the client their portion of the Contract Rate (Maximum Allowed Charge) found in Exhibit B-1, based on the following sliding fee scale as follows:



Exhibit B

- 7.2.1. When the client's income is 0% to 138% of the Federal Poverty Level (FPL), the Contractor will charge the client 0% of the Contract Rate.
  - 7.2.2. When the client's income is 139 to 149% of the Federal Poverty Level (FPL), the Contractor will charge the client 8% of the Contract Rate.
  - 7.2.3. When the client's income is 150% to 199% of the Federal Poverty Level (FPL), the Contractor will charge the client 12% of the Contract Rate.
  - 7.2.4. When the client's income is 200% to 249% of the Federal Poverty Level (FPL), the Contractor will charge the client 25% of the Contract Rate.
  - 7.2.5. When the client's income is 250% to 299% of the Federal Poverty Level (FPL), the Contractor will charge the client 40% of the Contract Rate.
  - 7.2.6. When the client's income is 300% to 349% of the Federal Poverty Level (FPL), the Contractor will charge the client 57%% of the Contract Rate.
  - 7.2.7. When the client's income is 350% to 399% of the Federal Poverty Level (FPL), the Contractor will charge the client 77% of the Contract Rate.
  - 7.3. The Contractor shall not deny a minor child (under the age of 18) services because of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.
8. Non Reimbursement for Services
- 8.1. The State will not reimburse the Contractor for services provided through this contract when a client has or may have an alternative payer for services described in this scope of work, such as:
    - 8.1.1. Services covered by New Hampshire Health Protection Program for clients who are eligible for the New Hampshire Health Protection Program.
    - 8.1.2. Services covered by New Hampshire Medicaid for clients who are eligible for New Hampshire Medicaid.
    - 8.1.3. Services covered by Medicare for clients who are eligible for Medicare.
    - 8.1.4. Services covered by the client's private insurer(s) at a rate greater than the contract rate (in Exhibit B-1) set by the Department.
  - 8.2. Notwithstanding Section 8.1 above, the Contractor may seek reimbursement from the State for services provided under this contract when a client needs a service that is not covered by the payers listed in Section 8.1.
9. When the contract price limitation is reached the program shall continue to operate at full capacity at no charge to the Department for the duration of the contract period.
10. Funding may not be used to replace funding for a program already funded from another source.



Exhibit B

11. The Contractor will keep records of their activities related to Department programs and services.
12. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
13. Contractor will have forty-five (45) days from the end of the contract period to submit to the Department final invoices for payment. Any adjustments made to a prior invoice will need to be accompanied by supporting documentation.
14. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:
  - 14.1. The Contractor agrees to use the SAPT funds as the payment of last resort.
  - 14.2. The Contractor agrees to the following funding restrictions on SAPT Block Grant expenditures to:
    - 14.2.1. Make cash payments to intended recipients of substance abuse services.
    - 14.2.2. Expend more than the amount of Block Grant funds expended in Federal Fiscal Year 1991 for treatment services provided in penal or correctional institutions of the State.
    - 14.2.3. Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
    - 14.2.4. Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.
  - 14.3. The Contractor agrees to the Charitable Choice federal statutory provisions as follows:
    - 14.3.1. Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or



**Exhibit B**

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local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.



Exhibit B-1

**Service and Fee Table**

1. The Contractor shall be reimbursed for the Services and up to the Contract Rates in Table A below.

a. The Contract Rates in the Table A are the maximum allowed charged used in the Methods for Charging for Services under this Contract in Exhibit B, Section 4.

**Table A**

Service	Contract Rate (Maximum Allowed Charge)	Unit	Service Limit
Clinical Evaluation	\$250.00	Per evaluation	1 evaluation per 90 days, per client
Individual Outpatient	\$20.00	15 min	\$200 of combined individual & group per week, per client
Group Outpatient	\$6.00	15 min	
Continuous Recovery Monitoring - Attempted	\$15.00	Per 3 attempted contacts over the course of at least 1 week	\$60 of combined attempted and completed per month for the first 12 months post discharge, per client
Continuous Recovery Monitoring - Completed	\$15.00	Per 1 completed contact	
Individual Recovery Support Services (Non-Clinical)	\$15.00	15 min	\$160 per week, per client





**SPECIAL PROVISIONS**

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
  - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
  - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. **Audit Liabilities.** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

New Hampshire Department of Health and Human Services  
Exhibit C



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
  - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
  - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
  - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

#### DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

**COSTS:** Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

**DEPARTMENT:** NH Department of Health and Human Services.

**FINANCIAL MANAGEMENT GUIDELINES:** Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

**PROPOSAL:** If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

**UNIT:** For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

**FEDERAL/STATE LAW:** Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

**CONTRACTOR MANUAL:** Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

**SUPPLANTING OTHER FEDERAL FUNDS:** The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



**REVISIONS TO GENERAL PROVISIONS**

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
  4. **CONDITIONAL NATURE OF AGREEMENT.**  
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
  - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. The Division reserves the right to renew the Contract for up to two additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner  
NH Department of Health and Human Services  
129 Pleasant Street,  
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
  - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
    - 1.2.1. The dangers of drug abuse in the workplace;
    - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
    - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
    - 1.4.1. Abide by the terms of the statement; and
    - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

New Hampshire Department of Health and Human Services  
Exhibit D



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
    - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check  if there are workplaces on file that are not identified here.

Contractor Name:

2/26/16  
Date

Elizabeth G. Haude  
Name:  
Title: Executive Director





**CERTIFICATION REGARDING LOBBYING**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- \*Temporary Assistance to Needy Families under Title IV-A
- \*Child Support Enforcement Program under Title IV-D
- \*Social Services Block Grant Program under Title XX
- \*Medicaid Program under Title XIX
- \*Community Services Block Grant under Title VI
- \*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name:

2/26/16  
Date

Elizabeth G. Trade  
Name: Elizabeth G. Trade  
Title: Executive Director



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

**PRIMARY COVERED TRANSACTIONS**

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
  - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

**LOWER TIER COVERED TRANSACTIONS**

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
  - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

2/26/16  
Date

[Signature]  
Name:  
Title:



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO  
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND  
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials

CHH

Date

2/26/14

New Hampshire Department of Health and Human Services  
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

2/26/14  
Date

Elizabeth G. Houde  
Name  
Title: Executive Director

Exhibit G

Contractor Initials EHT

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

2/26/16  
Date

Elizabeth G. Haude  
Name: Elizabeth G. Haude  
Title: 2/26/16



Exhibit I

**HEALTH INSURANCE PORTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. "**Breach**" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "**Business Associate**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "**Covered Entity**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "**Designated Record Set**" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "**Data Aggregation**" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "**Health Care Operations**" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "**HITECH Act**" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "**HIPAA**" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "**Individual**" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "**Privacy Rule**" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "**Protected Health Information**" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.



Exhibit I

- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
  - I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business





Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

**(3) Obligations and Activities of Business Associate.**

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
  - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - o The unauthorized person used the protected health information or to whom the disclosure was made;
  - o Whether the protected health information was actually acquired or viewed
  - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) **Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) **Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) **Miscellaneous**

- a. **Definitions and Regulatory References.** All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. **Amendment.** Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. **Data Ownership.** The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. **Interpretation.** The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) l, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health & Human Services  
The State

Kathleen Alwan  
Signature of Authorized Representative

Kathleen A. Dunn  
Name of Authorized Representative

Associate Commissioner  
Title of Authorized Representative

3/1/16  
Date

The Youth Council  
Name of the Contractor

Elizabeth G. Hauke  
Signature of Authorized Representative

Elizabeth G. Hauke  
Name of Authorized Representative

Executive Director  
Title of Authorized Representative

2/26/16  
Date



**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
  - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
  - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

2/26/14  
Date

Elizabeth Stoude  
Name: Elizabeth Stoude  
Title: Executive Director



FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 048635601
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO                       YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO                       YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____



Exhibit K

Operational Requirements for all Programs

The contractor shall comply with the following requirements:

1. Requirements for Organizational or Program Changes.  
The contractor shall provide the department with written notice at least 30 days prior to changes in any of the following:
  - 1.1.1. Ownership;
  - 1.1.2. Physical location;
  - 1.1.3. Name.
- 1.2. When there is a new administrator, the following shall apply:
  - 1.2.1. The contractor shall provide the department with immediate notice when an administrator position becomes vacant;
  - 1.2.2. The contractor shall notify the department in writing as soon as possible prior to a change in administrator, and immediately upon the lack of an administrator, and provide the department with the following:
    - 1.2.2.1. The written disclosure of the new administrator required in Section 1.2 above;
    - 1.2.2.2. A resume identifying the name and qualifications of the new administrator; and
    - 1.2.2.3. Copies of applicable licenses for the new administrator;
  - 1.2.3. When there is a change in the name, the contractor shall submit to the department a copy of the certificate of amendment from the New Hampshire Secretary of State, if applicable, and the effective date of the name change.
  - 1.2.4. When a contractor discontinues a contracted program, it shall submit to the department:
    - 1.2.4.1. A plan to transfer, discharge or refer all clients being served in the contracted program; and
    - 1.2.4.2. A plan for the security and transfer of the client's records being served in the contracted program as required by Sections 12.8 – 12.10 below and with the consent of the client.
2. Inspections.  
For the purpose of determining compliance with the contract, the contractor shall admit and allow any department representative at any time to inspect the following:
  - 2.1.1. The facility premises;
  - 2.1.2. All programs and services provided under the contract; and
  - 2.1.3. Any records required by the contract.
- 2.2. A notice of deficiencies shall be issued when, as a result of any inspection, the department determines that the contractor is in violation of any of the contract requirements.
- 2.3. If the notice identifies deficiencies to be corrected, the contractor shall submit a plan of correction in accordance within 21 working days of receiving the inspection findings.
3. Administrative Remedies.
  - 3.1. The department shall impose administrative remedies for violations of contract requirements, including:
    - 3.1.1. Requiring a contractor to submit a plan of correction (POC);
    - 3.1.2. Imposing a directed POC upon a contractor;
    - 3.1.3. Suspension of a contract; or
    - 3.1.4. Revocation of a contract.



Exhibit K

- 3.2. When administrative remedies are imposed, the department shall provide a written notice, as applicable, which:
  - 3.2.1. Identifies each deficiency;
  - 3.2.2. Identifies the specific remedy(s) that has been proposed; and
  - 3.2.3. Provides the contractor with information regarding the right to a hearing in accordance with RSA 541-A and He-C 200.
- 3.3. A POC shall be developed and enforced in the following manner:
  - 3.3.1. Upon receipt of a notice of deficiencies, the contractor shall submit a written POC within 21 days of the date on the notice describing:
    - 3.3.1.1. How the contractor intends to correct each deficiency;
    - 3.3.1.2. What measures will be put in place, or what system changes will be made to ensure that the deficiency does not recur; and
    - 3.3.1.3. The date by which each deficiency shall be corrected which shall be no later than 90 days from the date of submission of the POC;
  - 3.3.2. The department shall review and accept each POC that:
    - 3.3.2.1. Achieves compliance with contract requirements;
    - 3.3.2.2. Addresses all deficiencies and deficient practices as cited in the inspection report;
    - 3.3.2.3. Prevents a new violation of contract requirements as a result of implementation of the POC; and
    - 3.3.2.4. Specifies the date upon which the deficiencies will be corrected;
- 3.4. If the POC is acceptable, the department shall provide written notification of acceptance of the POC;
- 3.5. If the POC is not acceptable, the department shall notify the contractor in writing of the reason for rejecting the POC;
- 3.6. The contractor shall develop and submit a revised POC within 21 days of the date of the written notification in 3.5 above;
- 3.7. The revised POC shall comply with 3.3.1 above and be reviewed in accordance with 3.3.2 above;
- 3.8. If the revised POC is not acceptable to the department, or is not submitted within 21 days of the date of the written notification in 3.5 above, the contractor shall be subject to a directed POC in accordance with 3.12 below;
- 3.9. The department shall verify the implementation of any POC that has been submitted and accepted by:
  - 3.9.1. Reviewing materials submitted by the contractor;
  - 3.9.2. Conducting a follow-up inspection; or
  - 3.9.3. Reviewing compliance during the next scheduled inspection;
- 3.10. Verification of the implementation of any POC shall only occur after the date of completion specified by the contractor in the plan; and
- 3.11. If the POC or revised POC has not been implemented by the completion date, the contractor shall be issued a directed POC in accordance with 3.12 below.
- 3.12. The department shall develop and impose a directed POC that specifies corrective actions for the contractor to implement when:
  - 3.12.1. As a result of an inspection, deficiencies were identified that require immediate corrective action to protect the health and safety of the clients or personnel;
  - 3.12.2. A revised POC is not submitted within 21 days of the written notification from the department; or
  - 3.12.3. A revised POC submitted has not been accepted.





Exhibit K

4. Duties and Responsibilities of All Contractors.
  - 4.1. The contractor shall comply with all federal, state, and local laws, rules, codes, ordinances, licenses, permits, and approvals, and rules promulgated thereunder, as applicable.
  - 4.2. The contractor shall monitor, assess, and improve, as necessary, the quality of care and service provided to clients on an ongoing basis.
  - 4.3. The contractor shall provide for the necessary qualified personnel, facilities, equipment, and supplies for the safety, maintenance and operation of the contractor.
  - 4.4. The contractor shall develop and implement written policies and procedures governing its operation and all services provided.
  - 4.5. All policies and procedures shall be reviewed, revised, and trained on per contractor policy.
  - 4.6. The contractor shall:
    - 4.6.1. Employ an administrator responsible for the day-to-day operation of the contractor;
    - 4.6.2. Maintain a current job description and minimum qualifications for the administrator, including the administrator's authority and duties; and
    - 4.6.3. Establish, in writing, a chain of command that sets forth the line of authority for the operation of the contractor the staff position(s) to be delegated the authority and responsibility to act in the administrator's behalf when the administrator is absent.
  - 4.7. The contractor shall post the following documents in a public area:
    - 4.7.1. A copy of the contractor's policies and procedures relative to the implementation of client rights and responsibilities, including client confidentiality per 42 CFR Part 2; and
    - 4.7.2. The contractor's plan for fire safety, evacuation and emergencies identifying the location of, and access to all fire exits.
  - 4.8. The contractor or any employee shall not falsify any documentation or provide false or misleading information to the department.
  - 4.9. The contractor shall comply with all conditions of warnings and administrative remedies issued by the department, and all court orders.
  - 4.10. The contractor shall admit and allow any department representative to inspect the certified premises and all programs and services that are being provided at any time for the purpose of determining compliance with the contract.
  - 4.11. The contractor shall:
    - 4.11.1. Report all critical incidents and sentinel events to the department in accordance with Exhibit A, Section 20.2.3;
    - 4.11.2. Submit additional information if required by the department; and
    - 4.11.3. Report the event to other agencies as required by law.
  - 4.12. The contractor shall implement policies and procedures for reporting:
    - 4.12.1. Suspected child abuse, neglect or exploitation, in accordance with RSA 169-C:29-30; and
    - 4.12.2. Suspected abuse, neglect or exploitation of adults, in accordance with RSA 149-F:49.
  - 4.13. The contractor shall report all positive tuberculosis test results for personnel to the office of disease control in accordance with RSA 141-C:7, He-P 301.02 and He-P 301.03.
  - 4.14. For residential programs, if the contractor accepts a client who is known to have a disease reportable under He-P 301 or an infectious disease, which is any disease



Exhibit K

caused by the growth of microorganisms in the body which might or might not be contagious, the contractor shall follow the required procedures for the care of the clients, as specified by the United States Centers for Disease Control and Prevention 2007 Guideline for Isolation Precautions, Preventing Transmission of Infectious Agents in Healthcare Settings, June 2007.

- 4.15. Contractors shall implement state and federal regulations on client confidentiality, including provisions outlined in 42 CFR 2.13, RSA 172:8-a, and RSA 318-B:12;
- 4.16. A contractor shall, upon request, provide a client or the client's guardian or agent, if any, with a copy of his or her client record within the confines for 42 CFR Part 2.
- 4.17. The contractor shall develop policies and procedures regarding the release of information contained in client records, in accordance with 42 CFR Part 2, the Health Insurance Portability and Accountability Act (HIPAA), and RSA 318-B:10.
- 4.18. All records required by the contract shall be legible, current, accurate and available to the department during an inspection or investigation conducted in accordance with these rules.
- 4.19. Any contractor that maintains electronic records shall develop written policies and procedures designed to protect the privacy of clients and personnel that, at a minimum, include:
  - 4.19.1. Procedures for backing up files to prevent loss of data;
  - 4.19.2. Safeguards for maintaining the confidentiality of information pertaining to clients and staff; and
  - 4.19.3. Systems to prevent tampering with information pertaining to clients and staff.
- 4.20. The contractor's service site(s) shall:
  - 4.20.1. Be accessible to a person with a disability using ADA accessibility and barrier free guidelines per 42 U.S.C. 12131 et seq;
  - 4.20.2. Have a reception area separate from living and treatment areas;
  - 4.20.3. Have private space for personal consultation, charting, treatment and social activities, as applicable;
  - 4.20.4. Have secure storage of active and closed confidential client records; and
  - 4.20.5. Have separate and secure storage of toxic substances.
- 4.21. The contractor shall establish and monitor a code of ethics for the contractor and its staff, as well as a mechanism for reporting unethical conduct.

The contractor shall maintain specific policies on the following and shall submit these policies to the department for approval no later than 30 days after the effective date of the contract:

- 4.21.1. Client rights, grievance and appeals policies and procedures;
- 4.21.2. Progressive discipline, leading to administrative discharge;
- 4.21.3. Reporting and appealing staff grievances;
- 4.21.4. Policies on client alcohol and other drug use while in treatment;
- 4.21.5. Policies on client and employee smoking that are in compliance with Exhibit A, Section 4.1.5;
- 4.21.6. Drug-free workplace policy and procedures, including a requirement for the filing of written reports of actions taken in the event of staff misuse of alcohol or other drugs;
- 4.21.7. Policies and procedures for holding a client's possessions;
- 4.21.8. Secure storage of staff medications;
- 4.21.9. A client medication policy;
- 4.21.10. Urine specimen collection, as applicable, that:



Exhibit K

- 4.21.10.1. Ensure that collection is conducted in a manner that preserves client privacy as much as possible; and
- 4.21.10.2. Minimize falsification;
- 4.21.11. Safety and emergency procedures on the following:
  - 4.21.11.1. Medical emergencies;
  - 4.21.11.2. Infection control and universal precautions, including the use of protective clothing and devices;
  - 4.21.11.3. Reporting employee injuries;
  - 4.21.11.4. Fire monitoring, warning, evacuation, and safety drill policy and procedures;
  - 4.21.11.5. Emergency closings;
  - 4.21.11.6. Posting of the above safety and emergency procedures.
- 4.21.12. Procedures for protection of client records that govern use of records, storage, removal, conditions for release of information, and compliance with 42CFR, Part 2 and the Health Insurance Portability and Accountability Act (HIPAA); and
- 4.21.13. Procedures related to quality assurance and quality improvement.
- 5. Collection of Fees.
  - 5.1. The contractor shall maintain procedures regarding collections from client fees, private or public insurance, and other payers responsible for the client's finances; and
  - 5.2. At the time of screening and admission the contractor shall provide the client, and the client's guardian, agent, or personal representative, with a listing of all known applicable charges and identify what care and services are included in the charge.
- 6. Client Screening and Denial of Services.
  - 6.1. Contractors shall maintain a record of all client screenings, including:
    - 6.1.1. The client name and/or unique client identifier;
    - 6.1.2. The client referral source;
    - 6.1.3. The date of initial contact from the client or referring agency;
    - 6.1.4. The date of screening;
    - 6.1.5. The result of the screening, including the reason for denial of services if applicable;
    - 6.1.6. For any client who is placed on a waitlist, record of referrals to and coordination with interim services or reason that such a referral was not made;
    - 6.1.7. Record of all client contacts between screening and removal from the waitlist; and
    - 6.1.8. Date client was removed from the waitlist and the reason for removal
  - 6.2. For any client who is denied services, the contractor is responsible for:
    - 6.2.1. Informing the client of the reason for denial;
    - 6.2.2. Assisting the client in identifying and accessing appropriate available treatment;
  - 6.3. The contractor shall not deny services to a client solely because the client:
    - 6.3.1. Previously left treatment against the advice of staff;
    - 6.3.2. Relapsed from an earlier treatment;
    - 6.3.3. Is on any class of medications, including but not limited to opiates or benzodiazepines; or
    - 6.3.4. Has been diagnosed with a mental health disorder.
  - 6.4. The contractor shall report on 6.1 and 6.2 above at the request of the department.
- 7. Personnel Requirements.
  - 7.1. The contractor shall develop a current job description for all staff, including contracted staff, volunteers, and student interns, which shall include:
    - 7.1.1. Job title;



Exhibit K

- 7.1.2. Physical requirements of the position;
- 7.1.3. Education and experience requirements of the position;
- 7.1.4. Duties of the position;
- 7.1.5. Positions supervised; and
- 7.1.6. Title of immediate supervisor.
- 7.2. The contractor shall develop and implement policies regarding criminal background checks of prospective employees, which shall, at a minimum, include:
  - 7.2.1. Requiring a prospective employee to sign a release to allow the contractor to obtain his or her criminal record;
  - 7.2.2. Requiring the administrator or his or her designee to obtain and review a criminal records check from the New Hampshire department of safety for each prospective employee;
  - 7.2.3. Criminal background standards regarding the following, beyond which shall be reason to not hire a prospective employee in order to ensure the health, safety, or well-being of clients:
    - 7.2.3.1. Felony convictions in this or any other state;
    - 7.2.3.2. Convictions for sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation; and
    - 7.2.3.3. Findings by the department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation or any person; and
  - 7.2.4. Waiver of 7.2.3 above for good cause shown.
- 7.3. All staff, including contracted staff, shall:
  - 7.3.1. Meet the educational, experiential, and physical qualifications of the position as listed in their job description;
  - 7.3.2. Not exceed the criminal background standards established by 7.2.3 above, unless waived for good cause shown, in accordance with policy established in 7.2.4 above;
  - 7.3.3. Be licensed, registered or certified as required by state statute and as applicable;
  - 7.3.4. Receive an orientation within the first 3 days of work or prior to direct contact with clients, which includes:
    - 7.3.4.1. The contractor's code of ethics, including ethical conduct and the reporting of unprofessional conduct;
    - 7.3.4.2. The contractor's policies on client rights and responsibilities and complaint procedures;
    - 7.3.4.3. Confidentiality requirements as required by Sections 4.15 and 4.19.2 above and Section 17 below;
    - 7.3.4.4. Grievance procedures for both clients and staff as required in Section 4.22.1 and 4.22.3 above and Section 18 below.
    - 7.3.4.5. The duties and responsibilities and the policies, procedures, and guidelines of the position they were hired for;
    - 7.3.4.6. Topics covered by both the administrative and personnel manuals;
    - 7.3.4.7. The contractor's infection prevention program;
    - 7.3.4.8. The contractor's fire, evacuation, and other emergency plans which outline the responsibilities of personnel in an emergency; and
    - 7.3.4.9. Mandatory reporting requirements for abuse or neglect such as those found in RSA 161-F and RSA 169-C:29; and
  - 7.3.5. Sign and date documentation that they have taken part in an orientation as described in 7.3.4 above;



Exhibit K

- 7.3.6. Complete a mandatory annual in-service education, which includes a review of all elements described in 7.3.4 above.
- 7.4. Prior to having contact with clients, employees and contracted employees shall:
  - 7.4.1. Submit to the contractor proof of a physical examination or a health screening conducted not more than 12 months prior to employment which shall include at a minimum the following:
    - 7.4.1.1. The name of the examinee;
    - 7.4.1.2. The date of the examination;
    - 7.4.1.3. Whether or not the examinee has a contagious illness or any other illness that would affect the examinee's ability to perform their job duties;
    - 7.4.1.4. Results of a 2-step tuberculosis (TB) test, Mantoux method or other method approved by the Centers for Disease Control (CDC); and
    - 7.4.1.5. The dated signature of the licensed health practitioner;
  - 7.4.2. Be allowed to work while waiting for the results of the second step of the TB test when the results of the first step are negative for TB; and
  - 7.4.3. Comply with the requirements of the Centers for Disease Control Guidelines for Preventing the Transmission of Tuberculosis in Health Facilities Settings, 2005, if the person has either a positive TB test, or has had direct contact or potential for occupational exposure to Mycobacterium tuberculosis through shared air space with persons with infectious tuberculosis.
- 7.5. Employees, contracted employees, volunteers and independent contractors who have direct contact with clients who have a history of TB or a positive skin test shall have a symptomatology screen of a TB test.
- 7.6. The contractor shall maintain and store in a secure and confidential manner, a current personnel file for each employee, student, volunteer, and contracted staff. A personnel file shall include, at a minimum, the following:
  - 7.6.1. A completed application for employment or a resume, including:
  - 7.6.2. Identification data; and
  - 7.6.3. The education and work experience of the employee;
  - 7.6.4. A copy of the current job description or agreement, signed by the individual, that identifies the:
    - 7.6.4.1. Position title;
    - 7.6.4.2. Qualifications and experience; and
    - 7.6.4.3. Duties required by the position;
  - 7.6.5. Written verification that the person meets the contractor's qualifications for the assigned job description, such as school transcripts, certifications and licenses as applicable;
  - 7.6.6. A signed and dated record of orientation as required by 7.3.4 above;
  - 7.6.7. A copy of each current New Hampshire license, registration or certification in health care field and CPR certification, if applicable;
  - 7.6.8. Records of screening for communicable diseases results required in 7.4 above;
  - 7.6.9. Written performance appraisals for each year of employment including description of any corrective actions, supervision, or training determined by the person's supervisor to be necessary;
  - 7.6.10. Documentation of annual in-service education as required by 7.3.6 above;
  - 7.6.11. Information as to the general content and length of all continuing education or educational programs attended;



Exhibit K

- 7.6.12. A signed statement acknowledging the receipt of the contractor's policy setting forth the client's rights and responsibilities, including confidentiality requirements, and acknowledging training and implementation of the policy.
- 7.6.13. A statement, which shall be signed at the time the initial offer of employment is made and then annually thereafter, stating that he or she:
  - 7.6.13.1. Does not have a felony conviction in this or any other state;
  - 7.6.13.2. Has not been convicted of a sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation or pose a threat to the health, safety or well-being of a client; and
  - 7.6.13.3. Has not had a finding by the department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation of any person; and
- 7.6.14. Documentation of the criminal records check and any waivers per 7.2 above.
- 7.7. An individual need not re-disclose any of the matters in 7.6.13 and 7.6.14 above if the documentation is available and the contractor has previously reviewed the material and granted a waiver so that the individual can continue employment.
8. Clinical Supervision.
  - 8.1. Contractors shall comply with the following clinical supervision requirements for unlicensed counselors:
    - 8.1.1. Each unlicensed alcohol and drug counselor or Certified Recovery Support Worker (CRSW) shall be supervised by a New Hampshire-MLADC or LADC with the LCS credential at a ratio of one LADC to every 2 full-time equivalent positions that are unlicensed alcohol and drug counselors or CRSWs;
    - 8.1.2. Unlicensed counselors shall receive at least one hour of supervision for every 20 hours of direct client contact;
    - 8.1.3. Supervision shall be provided on an individual or group basis, or both, depending upon the employee's need, experience and skill level;
    - 8.1.4. Supervision shall include following techniques:
      - 8.1.4.1. Review of case records;
      - 8.1.4.2. Observation of interactions with clients;
      - 8.1.4.3. Skill development; and
      - 8.1.4.4. Review of case management activities; and
    - 8.1.5. Supervisors shall maintain a log of the supervision date, duration, content and who was supervised by whom;
    - 8.1.6. Individuals licensed or certified by the NH Board of Licensing for Alcohol and Other Drug Use Professionals shall receive supervision in accordance with RSA 330-C and the rules promulgated thereunder.
9. Clinical Services.
  - 9.1. Each contractor shall have and adhere to a clinical care manual which includes policies and procedures related to all clinical services provided.
  - 9.2. All clinical services provided shall:
    - 9.2.1. Focus on the client's strengths;
    - 9.2.2. Be sensitive and relevant to the diversity of the clients being served;
    - 9.2.3. Be client and family centered;
    - 9.2.4. Be trauma informed, which means designed to acknowledge the impact of violence and trauma on people's lives and the importance of addressing trauma in treatment; and
  - 9.3. Upon a client's admission, the contractor shall conduct a client orientation, either individually or by group, to include the following:



Exhibit K

- 9.3.1. Rules, policies, and procedures of the contractor, program, and facility;
- 9.3.2. Requirements for successfully completing the program;
- 9.3.3. The administrative discharge policy and the grounds for administrative discharge;
- 9.3.4. All applicable laws regarding confidentiality, including the limits of confidentiality and mandatory reporting requirements; and
- 9.3.5. Requiring the client to sign a receipt that the orientation was conducted.
- 9.3.6. Upon a client's admission to treatment, the contractor shall conduct an HIV/AIDS screening, to include:
  - 9.3.7. The provision of information;
  - 9.3.8. Risk assessment;
  - 9.3.9. Intervention and risk reduction education, and
  - 9.3.10. Referral for testing, if appropriate, within 7 days of admission;
- 10. Treatment and Rehabilitation.
  - 10.1. A LADC or unlicensed counselor under the supervision of a LADC shall develop and maintain a written treatment plan for each client in accordance with TAP 21: Addiction Counseling Competencies available at <http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1> which addresses all ASAM domains.
  - 10.2. Treatment plans shall be developed as follows:
    - 10.2.1. Within 7 days following admission to any residential program; and
    - 10.2.2. No later than the third session of an ambulatory treatment program.
  - 10.3. Individual treatment plans shall contain, at a minimum, the following elements:
    - 10.3.1. Goals, objectives, and interventions written in terms that are specific, measurable, attainable, realistic and timely.
    - 10.3.2. Identifies the recipient's clinical needs, treatment goals, and objectives;
    - 10.3.3. Identifies the client's strengths and resources for achieving goals and objectives in 10.3.1 above;
    - 10.3.4. Defines the strategy for providing services to meet those needs, goals, and objectives;
    - 10.3.5. Identifies referral to outside contractors for the purpose of achieving a specific goal or objective when the service cannot be delivered by the treatment program;
    - 10.3.6. Provides the criteria for terminating specific interventions; and
    - 10.3.7. Includes specification and description of the indicators to be used to assess the individual's progress.
    - 10.3.8. Documentation of participation by the client in the treatment planning process or the reason why the client did not participate; and
    - 10.3.9. Signatures of the client and the counselor agreeing to the treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.
  - 10.4. Treatment plans shall be updated based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent.
  - 10.5. Treatment plan updates shall include:
    - 10.5.1. Documentation of the degree to which the client is meeting treatment plan goals and objectives;
    - 10.5.2. Modification of existing goals or addition of new goals based on changes in the clients functioning relative to ASAM domains and treatment goals and objectives.



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- 10.5.3. The counselor's assessment of whether or not the client needs to move to a different level of care based on changes in functioning in any ASAM domain and documentation of the reasons for this assessment.
- 10.5.4. The signature of the client and the counselor agreeing to the updated treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.
- 10.6. In addition to the individualized treatment planning in 10.3 above, all contractors shall provide client education on:
  - 10.6.1. Substance use disorders;
  - 10.6.2. Relapse prevention;
  - 10.6.3. Infectious diseases associated with injection drug use, including but not limited to, HIV, hepatitis, and TB;
  - 10.6.4. Sexually transmitted diseases;
  - 10.6.5. Emotional, physical, and sexual abuse;
  - 10.6.6. Nicotine use disorder and cessation options;
  - 10.6.7. The impact of drug and alcohol use during pregnancy, risks to the fetus, and the importance of informing medical practitioners of drug and alcohol use during pregnancy
- 10.7. Group education and counseling
  - 10.7.1. The contractor shall maintain an outline of each educational and group therapy session provided.
  - 10.7.2. All group counseling sessions shall be limited to 12 clients or fewer per counselor.
- 10.8. Progress notes
  - 10.8.1. A progress note shall be completed for each individual, group, or family treatment or education session.
  - 10.8.2. Each progress note shall contain the following components:
    - 10.8.2.1. Data, including self-report, observations, interventions, current issues/stressors, functional impairment, interpersonal behavior, motivation, and progress, as it relates to the current treatment plan;
    - 10.8.2.2. Assessment, including progress, evaluation of intervention, and obstacles or barriers; and
    - 10.8.2.3. Plan, including tasks to be completed between sessions, objectives for next session, any recommended changes, and date of next session; and
- 10.9. Residential programs shall maintain a daily shift change log which documents such things as client behavior and significant events that a subsequent shift should be made aware of.
- 11. Client Discharge and Transfer.
  - 11.1. A client shall be discharged from a program for the following reasons:
    - 11.1.1. Program completion or transfer based on changes in the client's functioning relative to ASAM criteria;
    - 11.1.2. Program termination, including:
      - 11.1.2.1. Administrative discharge;
      - 11.1.2.2. Non-compliance with the program;
      - 11.1.2.3. The client left the program before completion against advice of treatment staff; and
    - 11.1.3. The client is inaccessible, such as the client has been jailed or hospitalized; and
  - 11.2. In all cases of client discharge or transfer, the counselor shall complete a narrative discharge summary, including, at a minimum:





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- 11.2.1. The dates of admission and discharge or transfer;
- 11.2.2. The client's psychosocial substance abuse history and legal history;
- 11.2.3. A summary of the client's progress toward treatment goals in all ASAM domains;
- 11.2.4. The reason for discharge or transfer;
- 11.2.5. The client's DSM 5 diagnosis and summary, to include other assessment testing completed during treatment;
- 11.2.6. A summary of the client's physical condition at the time of discharge or transfer;
- 11.2.7. A continuing care plan, including all ASAM domains;
- 11.2.8. A determination as to whether the client would be eligible for re-admission to treatment, if applicable; and
- 11.2.9. The dated signature of the counselor completing the summary.
- 11.3. The discharge summary shall be completed:
  - 11.3.1. No later than 7 days following a client's discharge or transfer from the program; or
  - 11.3.2. For withdrawal management services, by the end of the next business day following a client's discharge or transfer from the program.
- 11.4. When transferring a client, either from one level of care to another within the same certified contractor agency or to another treatment contractor, the counselor shall:
  - 11.4.1. Complete a progress note on the client's treatment and progress towards treatment goals, to be included in the client's record; and
  - 11.4.2. Update the client assessment and treatment plan.
- 11.5. When transferring a client to another treatment contractor, the current contractor shall forward copies of the following information to the receiving contractor, only after a release of confidential information is signed by the client:
  - 11.5.1. The discharge summary;
  - 11.5.2. Client demographic information, including the client's name, date of birth, address, telephone number, and the last 4 digits of his or her Social Security number; and
  - 11.5.3. A diagnostic assessment statement and other assessment information, including:
    - 11.5.3.1. TB test results;
    - 11.5.3.2. A record of the client's treatment history; and
    - 11.5.3.3. Documentation of any court-mandated or agency-recommended follow-up treatment.
- 11.6. The counselor shall meet with the client at the time of discharge or transfer to establish a continuing care plan that:
  - 11.6.1. Includes recommendations for continuing care in all ASAM domains;
  - 11.6.2. Addresses the use of self-help groups including, when indicated, facilitated self-help; and
  - 11.6.3. Assists the client in making contact with other agencies or services.
- 11.7. The counselor shall document in the client record if and why the meeting in Section 11.6 above could not take place.
- 11.8. A contractor may administratively discharge a client from a program only if:
  - 11.8.1. The client's behavior on program premises is abusive, violent, or illegal;
  - 11.8.2. The client is non-compliant with prescription medications;
  - 11.8.3. Clinical staff documents therapeutic reasons for discharge, which may include the client's continued use of illicit drugs or an unwillingness to follow appropriate clinical interventions; or



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11.8.4. The client violates program rules in a manner that is consistent with the contractor's progressive discipline policy.

12. Client Record System.

12.1. Each contractor shall have policies and procedures to implement a comprehensive client record system, in either paper form or electronic form, or both, that complies with this section.

The client record of each client served shall communicate information in a manner that is:

- 12.1.1. Organized into related sections with entries in chronological order;
- 12.1.2. Easy to read and understand;
- 12.1.3. Complete, containing all the parts; and
- 12.1.4. Up-to-date, including notes of most recent contacts.

12.2. The client record shall include, at a minimum, the following components, organized as follows:

12.2.1. First section, Intake/Initial Information:

12.2.1.1. Identification data, including the client's:

- 12.2.1.1.1. Name;
- 12.2.1.1.2. Date of birth;
- 12.2.1.1.3. Address;
- 12.2.1.1.4. Telephone number; and
- 12.2.1.1.5. The last 4 digits of the client's Social Security number;

12.2.1.2. The date of admission;

12.2.1.3. If either of these have been appointed for the client, the name and address of:

- 12.2.1.3.1. The guardian; and
- 12.2.1.3.2. The representative payee;

12.2.1.4. The name, address, and telephone number of the person to contact in the event of an emergency;

12.2.1.5. Contact information for the person or entity referring the client for services, as applicable;

12.2.1.6. The name, address, and telephone number of the primary health care contractor;

12.2.1.7. The name, address, and telephone number of the behavioral health care contractor, if applicable;

12.2.1.8. The name and address of the client's public or private health insurance contractor(s), or both;

12.2.1.9. The client's religious preference, if any;

12.2.1.10. The client's personal health history;

12.2.1.11. The client's mental health history;

12.2.1.12. Current medications;

12.2.1.13. Records and reports prepared prior to the client's current admission and determined by the counselor to be relevant; and

12.2.1.14. Signed receipt of notification of client rights;

12.2.2. Second section, Screening/Assessment/Evaluation:

12.2.2.1. Documentation of all elements of screening, assessment and evaluation required by Exhibit A, Sections 6 and 10.2;

12.2.3. Third section, Treatment Planning:

12.2.3.1. The individual treatment plan, updated at designated intervals in accordance with Sections 10.2 – 10.5 above; and



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- 12.2.3.2. Signed and dated progress notes and reports from all programs involved, as required by Section 10.8 above;
- 12.2.4. Fourth section, Discharge Planning:
  - 12.2.4.1. A narrative discharge summary, as required by Sections 11.2 and 11.3 above;
- 12.2.5. Fifth section, Releases of Information/Miscellaneous:
  - 12.2.5.1. Release of information forms compliant with 42 CFR, Part 2;
  - 12.2.5.2. Any correspondence pertinent to the client; and
  - 12.2.5.3. Any other information the contractor deems significant.
- 12.3. If the contractor utilizes a paper format client record system, then the sections in Section 12.3 above shall be tabbed sections.
- 12.4. If the contractor utilizes an electronic format, the sections in Section 12.3 above shall not apply provided that all information listed in Section 12.3 above is included in the electronic record.
- 12.5. All client records maintained by the contractor or its sub-contractors, including paper files, facsimile transmissions, or electronic data transfers, shall be strictly confidential.
- 12.6. All confidential information shall be maintained within a secure storage system at all times as follows:
  - 12.6.1. Paper records and external electronic storage media shall be kept in locked file cabinets;
  - 12.6.2. All electronic files shall be password protected; and
  - 12.6.3. All confidential notes or other materials that do not require storage shall be shredded immediately after use.
  - 12.6.4. Contractors shall retain client records after the discharge or transfer of the client, as follows:
    - 12.6.4.1. For a minimum of 7 years for an adult; and
    - 12.6.4.2. For a minimum of 7 years after age of majority for children.
- 12.7. In the event of a program closure, the contractor closing its treatment program shall arrange for the continued management of all client records. The closing contractor shall notify the department in writing of the address where records will be stored and specify the person managing the records.
- 12.8. The closing contractor shall arrange for storage of each record through one or more of the following measures:
  - 12.8.1. Continue to manage the records and give written assurance to the department that it will respond to authorized requests for copies of client records within 10 working days;
  - 12.8.2. Transfer records of clients who have given written consent to another contractor; or
  - 12.8.3. Enter into a limited service organization agreement with another contractor to store and manage records.
- 13. Medication Services.
  - 13.1. No administration of medications, including physician samples, shall occur except by a licensed medical practitioner working within their scope of practice.
  - 13.2. All prescription medications brought by a client to program shall be in their original containers and legibly display the following information:
    - 13.2.1. The client's name;
    - 13.2.2. The medication name and strength;
    - 13.2.3. The prescribed dose;
    - 13.2.4. The route of administration;



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- 13.2.5. The frequency of administration; and
  - 13.2.6. The date ordered.
  - 13.3. Any change or discontinuation of prescription medications shall require a written order from a licensed practitioner.
  - 13.4. All prescription medications, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be kept on the client's person or stored in the client's room, shall be stored as follows:
    - 13.4.1. All medications shall be kept in a storage area that is:
      - 13.4.1.1. Locked and accessible only to authorized personnel;
      - 13.4.1.2. Organized to allow correct identification of each client's medication(s);
      - 13.4.1.3. Illuminated in a manner sufficient to allow reading of all medication labels; and
      - 13.4.1.4. Equipped to maintain medication at the proper temperature;
    - 13.4.2. Schedule II controlled substances, as defined by RSA 318-B:1-b, shall be kept in a separately locked compartment within the locked medication storage area and accessible only to authorized personnel; and
    - 13.4.3. Topical liquids, ointments, patches, creams and powder forms of products shall be stored in a manner such that cross-contamination with oral, optic, ophthalmic, and parenteral products shall not occur.
  - 13.5. Medication belonging to personnel shall not be accessible to clients, nor stored with client medication.
  - 13.6. Over-the-counter (OTC) medications shall be handled in the following manner:
    - 13.6.1. Only original, unopened containers of OTC medications shall be allowed to be brought into the program;
    - 13.6.2. OTC medication shall be stored in accordance with Section 13.4 above.
    - 13.6.3. OTC medication containers shall be marked with the name of the client using the medication and taken in accordance with the directions on the medication container or as ordered by a licensed practitioner;
  - 13.7. All medications self-administered by a client, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be taken by the client without supervision, shall be supervised by the program staff, as follows:
    - 13.7.1. Staff shall remind the client to take the correct dose of his or her medication at the correct time;
    - 13.7.2. Staff may open the medication container but shall not be permitted to physically handle the medication itself in any manner;
    - 13.7.3. Staff shall remain with the client to observe them taking the prescribed dose and type of medication;
  - 13.8. For each medication taken, staff shall document in an individual client medication log the following:
    - 13.8.1. The medication name, strength, dose, frequency and route of administration;
    - 13.8.2. The date and the time the medication was taken;
    - 13.8.3. The signature or identifiable initials of the person supervising the taking of said medication; and
    - 13.8.4. The reason for any medication refused or omitted.
  - 13.9. Upon a client's discharge:
    - 13.9.1. The client medication log in Section 13.8 above shall be included in the client's record; and
    - 13.9.2. The client shall be given any remaining medication to take with him or her
14. Notice of Client Rights



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- 14.1. Programs shall inform clients of their rights under these rules in clear, understandable language and form, both verbally and in writing as follows:
  - 14.1.1. Applicants for services shall be informed of their rights to evaluations and access to treatment;
  - 14.1.2. Clients shall be advised of their rights upon entry into any program and at least once a year after entry;
  - 14.1.3. Initial and annual notifications of client rights in Section 14 above shall be documented in the client's record; and
- 14.2. Every program within the service delivery system shall post notice of the rights, as follows:
  - 14.2.1. The notice shall be posted continuously and conspicuously;
  - 14.2.2. The notice shall be presented in clear, understandable language and form; and
  - 14.2.3. Each program and residence shall have on the premises complete copies of rules pertaining to client rights that are available for client review.
15. Fundamental Rights.
  - 15.1. No person receiving treatment for a substance use disorder shall be deprived of any legal right to which all citizens are entitled solely by reason of that person's admission to the treatment services system.
16. Personal Rights.
  - 16.1. Persons who are applicants for services or clients in the service delivery system shall be treated by program staff with dignity and respect at all times.
  - 16.2. Clients shall be free from abuse, neglect and exploitation including, at a minimum, the following:
    - 16.2.1. Freedom from any verbal, non-verbal, mental, physical, or sexual abuse or neglect;
    - 16.2.2. Freedom from the intentional use of physical force except the minimum force necessary to prevent harm to the client or others; and
    - 16.2.3. Freedom from personal or financial exploitation.
  - 16.3. Clients shall have the right to privacy.
17. Client Confidentiality
  - 17.1. All contractors shall adhere to the confidentiality requirements in 42 CFR part 2.
  - 17.2. In cases where a client, attorney or other authorized person, after review of the record, requests copies of the record, a program shall make such copies available free of charge for the first 25 pages and not more than 25 cents per page thereafter.
  - 17.3. If a minor age 12 or older is treated for drug abuse without parental consent as authorized by RSA 318:B12-a, the following shall apply:
    - 17.3.1. The minor's signature alone shall authorize a disclosure; and
    - 17.3.2. Any disclosure to the minor's parents or guardians shall require a signed authorization to release.
18. Client Grievances
  - 18.1. Clients shall have the right to complain about any matter, including any alleged violation of a right afforded by these rules or by any state or federal law or rule.
  - 18.2. Any person shall have the right to complain or bring a grievance on behalf of an individual client or a group of clients.
  - 18.3. The rules governing procedures for protection of client rights found at He-C 200 shall apply to such complaints and grievances.
19. Treatment Rights.
  - 19.1. Each client shall have the right to adequate and humane treatment, including:
    - 19.1.1. The right of access to treatment including:



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- 19.1.1.1. The right to evaluation to determine an applicant's need for services and to determine which programs are most suited to provide the services needed;
- 19.1.1.2. The right to provision of necessary services when those services are available, subject to the admission and eligibility policies and standards of each program; and
- 19.1.2. The right to quality treatment including:
  - 19.1.2.1. Services provided in keeping with evidence-based clinical and professional standards applicable to the persons and programs providing the treatment and to the conditions for which the client is being treated;
- 19.1.3. The right to receive services in such a manner as to promote the client's full participation in the community;
- 19.1.4. The right to receive all services or treatment to which a person is entitled in accordance with the time frame set forth in the client's individual treatment plan;
- 19.1.5. The right to an individual treatment plan developed, reviewed and revised in accordance with Sections 10.1 – 10.5 above which addresses the client's own goals;
- 19.1.6. The right to receive treatment and services contained in an individual treatment plan designed to provide opportunities for the client to participate in meaningful activities in the communities in which the client lives and works;
- 19.1.7. The right to service and treatment in the least restrictive alternative or environment necessary to achieve the purposes of treatment including programs which least restrict:
  - 19.1.7.1. Freedom of movement; and
  - 19.1.7.2. Participation in the community, while providing the level of support needed by the client;
- 19.1.8. The right to be informed of all significant risks, benefits, side effects and alternative treatment and services and to give consent to any treatment, placement or referral following an informed decision such that:
  - 19.1.8.1. Whenever possible, the consent shall be given in writing; and
  - 19.1.8.2. In all other cases, evidence of consent shall be documented by the program and shall be witnessed by at least one person;
- 19.1.9. The right to refuse to participate in any form of experimental treatment or research;
- 19.1.10. The right to be fully informed of one's own diagnosis and prognosis;
- 19.1.11. The right to voluntary placement including the right to:
  - 19.1.11.1. Seek changes in placement, services or treatment at any time; and
  - 19.1.11.2. Withdraw from any form of voluntary treatment or from the service delivery system;
- 19.1.12. The right to services which promote independence including services directed toward:
  - 19.1.12.1. Eliminating, or reducing as much as possible, the client's needs for continued services and treatment; and
  - 19.1.12.2. Promoting the ability of the clients to function at their highest capacity and as independently as possible;
- 19.1.13. The right to refuse medication and treatment;
- 19.1.14. The right to referral for medical care and treatment including, if needed, assistance in finding such care in a timely manner;
- 19.1.15. The right to consultation and second opinion including:
  - 19.1.15.1. At the client's own expense, the consultative services of:



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- 19.1.15.1.1. Private physicians;
- 19.1.15.1.2. Psychologists;
- 19.1.15.1.3. Licensed drug and alcohol counselors; and
- 19.1.15.1.4. Other health practitioners; and
- 19.1.15.2. Granting to such health practitioners reasonable access to the client, as required by Section 19.1.15, in programs and allowing such practitioners to make recommendations to programs regarding the services and treatment provided by the programs;
- 19.1.16. The right, upon request, to have one or more of the following present at any treatment meeting requiring client participation and informed decision-making:
  - 19.1.16.1. Guardian;
  - 19.1.16.2. Representative;
  - 19.1.16.3. Attorney;
  - 19.1.16.4. Family member;
  - 19.1.16.5. Advocate; or
  - 19.1.16.6. Consultant; and
- 19.1.17. The right to freedom from restraint including the right to be free from seclusion and physical, mechanical or pharmacological restraint.
- 19.2. No treatment professional shall be required to administer treatment contrary to such professional's clinical judgment.
- 19.3. Programs shall, whenever possible, maximize the decision-making authority of the client.
- 19.4. In furtherance of Section 19.3 above, the following provisions shall apply to clients for whom a guardian has been appointed by a court of competent jurisdiction:
  - 19.4.1. The program shall ensure that in the course of service provision, the guardian and all persons involved in the provision of service are made aware of the client's views, preferences and aspirations;
  - 19.4.2. A guardian shall only make decisions that are within the scope of the powers set forth in the guardianship order issued by the court;
  - 19.4.3. The program shall request a copy of the guardianship order from the guardian and the order shall be kept in the client's record at the program;
  - 19.4.4. If any issues arise relative to the provision of services and supports which are outside the scope of the guardian's decision-making authority as set forth in the guardianship order, the client's choice and preference relative to those issues shall prevail unless the guardian's authority is expanded by the court to include those issues;
  - 19.4.5. A program shall take such steps as are necessary to prevent a guardian from exceeding the decision-making authority granted by the court including:
    - 19.4.5.1. Reviewing with the guardian the limits on his or her decision-making authority; and
    - 19.4.5.2. If necessary, bringing the matter to the attention of the court that appointed the guardian;
  - 19.4.6. The guardian shall act in a manner that furthers the best interests of the client;
  - 19.4.7. In acting in the best interests of the client, the guardian shall take into consideration the views, preferences and aspirations of the client;
  - 19.4.8. The program shall take such steps as are necessary to prevent a guardian from acting in a manner that does not further the best interests of the client and, if necessary, bring the matter to the attention of the court that appointed the guardian; and



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- 19.4.9. In the event that there is a dispute between the program and the guardian, the program shall inform the guardian of his or her right to bring the dispute to the attention of the probate court that appointed the guardian.
20. Termination of Services.
- 20.1. A client shall be terminated from a contractor's service if the client:
- 20.1.1. Endangers or threatens to endanger other clients or staff, or engages in illegal activity on the property of the program;
  - 20.1.2. Is no longer benefiting from the service(s) he or she is receiving;
  - 20.1.3. Cannot agree with the program on a mutually acceptable course of treatment;
  - 20.1.4. Refuses to pay for the services that he or she is receiving despite having the financial resources to do so; or
  - 20.1.5. Refuses to apply for benefits that could cover the cost of the services that he or she is receiving despite the fact that the client is or might be eligible for such benefits.
- 20.2. A termination from a contractor's services shall not occur unless the program has given both written and verbal notice to the client and client's guardian, if any, that:
- 20.2.1. Give the effective date of termination;
  - 20.2.2. List the clinical or management reasons for termination; and
  - 20.2.3. Explain the rights to appeal and the appeal process pursuant to He-C 200.
- 20.3. A contractor shall document in the record of a client who has been terminated that:
- 20.3.1. The client has been notified of the termination; and
  - 20.3.2. The termination has been approved by the program director.
21. Client Rights in Residential Programs.
- 21.1. In addition to the foregoing rights, clients of residential programs shall also have the following rights:
- 21.1.1. The right to a safe, sanitary and humane living environment;
  - 21.1.2. The right to privately communicate with others, including:
    - 21.1.2.1. The right to send and receive unopened and uncensored correspondence;
    - 21.1.2.2. The right to have reasonable access to telephones and to be allowed to make and to receive reasonable numbers of telephone calls except that residential programs may require a client to reimburse them for the cost of any calls made by the client;
    - 21.1.2.3. The right to receive and to refuse to receive visitors except that residential programs may impose reasonable restrictions on the number and time of visits in order to ensure effective provision of services; and
  - 21.1.3. The right to engage in social and recreational activities including the provision of regular opportunities for clients to engage in such activities;
  - 21.1.4. The right to privacy, including the following:
    - 21.1.4.1. The right to courtesies such as knocking on closed doors before entering and ensuring privacy for telephone calls and visits;
    - 21.1.4.2. The right to opportunities for personal interaction in a private setting except that any conduct or activity which is illegal shall be prohibited; and
    - 21.1.4.3. The right to be free from searches of their persons and possessions except in accordance with applicable constitutional and legal standards;
  - 21.1.5. The right to individual choice, including the following:
    - 21.1.5.1. The right to keep and wear their own clothes;
    - 21.1.5.2. The right to space for personal possessions;
    - 21.1.5.3. The right to keep and to read materials of their own choosing;
    - 21.1.5.4. The right to keep and spend their own money; and





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- 21.1.5.5. The right not to work and to be compensated for any work performed, except that:
  - 21.1.5.5.1. Clients may be required to perform personal housekeeping tasks within the client's own immediate living area and equitably share housekeeping tasks within the common areas of the residence, without compensation; and
  - 21.1.5.5.2. Clients may perform vocational learning tasks or work required for the operation or maintenance of a residential program, if the work is consistent with their individual treatment plans and the client is compensated for work performed; and
- 21.1.6. The right to be reimbursed for the loss of any money held in safekeeping by the residence.
- 21.2. Nothing in Section 21 shall prevent a residence from having policies governing the behavior of the residents.
- 21.3. Clients shall be informed of any house policies upon admission to the residence.
- 21.4. House policies shall be posted and such policies shall be in conformity with this section.
- 21.5. House policies shall be periodically reviewed for compliance with this section in connection with quality assurance site visits.
- 21.6. Notwithstanding Section 21.1.4.3 above, contractors may develop policies and procedures that allow searches for alcohol and illicit drugs be conducted:
  - 21.6.1. Upon the client's admission to the program; and
  - 21.6.2. If probable cause exists, including such proof as:
    - 21.6.2.1. A positive test showing presence of alcohol or illegal drugs; or
    - 21.6.2.2. Showing physical signs of intoxication or withdrawal.



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**State of New Hampshire  
Department of Health and Human Services  
Amendment #3 to the  
Substance Use Disorder Treatment and Recovery Support Services Contract**

This 3<sup>rd</sup> Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment 3") dated this 23<sup>rd</sup> day of May, 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Families in Transition (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 122 Market Street, Manchester, NH, 03101.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on March 23, 2016 (Item #6), and amended by an agreement (Amendment #1 to the Contract) approved on June 29, 2016 (Item #25) and (Amendment #2 to the Contract) approved on September 21, 2016 (Item #5A) by Governor and Executive Council, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18, and Exhibit C-1 Paragraph 3, the Department reserves the right to renew the Contract for up to two additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council; and

WHEREAS, the parties agree to extend the completion date of the agreement by three (3) months, and increase the price limitation.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

1. General Provisions (Form P-37), Block 1.6, to add Account Numbers:  
05-095-092-920510-33820000-102-500734  
05-095-092-920510-33840000-102-500734
2. General Provisions (Form P-37), Block 1.7, to read September 30, 2017.
3. General Provisions (Form P-37), Block 1.8, to increase Price Limitation to read: \$432,600.
4. General Provisions (Form P-37), Block 1.9, to read Jonathan V. Gallo, Esq., Interim Director of Contracts and Procurement.
5. General Provisions (Form P-37), Block 1.10 to read 603-271-9246.
6. Add to Exhibit A, Section 1.3 to read:
  - 1.3 Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennium.

**New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services**



7. Replace Exhibit A Section 6.1.1.3 to read:

6.1.1.3 Submitting for Department approval, within five (days) of the effective date of this amendment, a list and description of the direct services that will be provided under enhanced services, and an estimated cost within the price limitation.

8. Replace Enhanced Services in Exhibit B-1 Amendment #1 Service and Fee Table to read:

<b>Service</b>	<b>Contract Rate (Maximum Allowed Charge)</b>	<b>Unit</b>	<b>Service Limit</b>
Enhanced Services	Cost Reimbursement	Cost Reimbursement	See Exhibit A Section 6.1.1.3



**New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services**

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

5/31/17  
Date

Katja S. Fox  
Katja S. Fox  
Director

Families in Transition

May 25, 2017  
Date

Maureen Beauregard  
Name: Maureen Beauregard  
Title: President

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Hillsborough on May 25, 2017, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Ruth Syrek  
Signature of Notary Public or Justice of the Peace

Ruth Syrek, Admin, Notary Public  
Name and Title of Notary or Justice of the Peace

My Commission Expires: RUTH A. SYREK, Notary Public  
My Commission Expires October 16, 2018

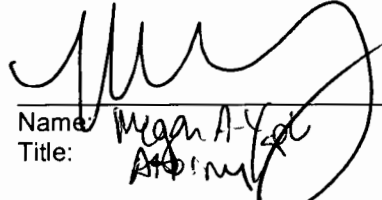
**New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services**



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6/5/17  
Date

  
Name: Megan A. York  
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

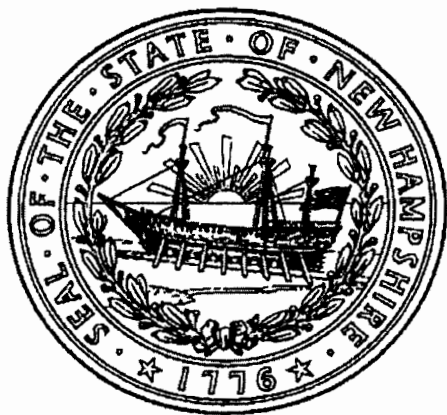
# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that FAMILIES IN TRANSITION is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 13, 1994. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 207982



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 25th day of April A.D. 2017.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

# CERTIFICATE OF VOTE

I, Dick Anagnost, do hereby certify that:  
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Families in Transition  
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on May 25, 2017:  
(Date)


**RESOLVED:** That the President  
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 25 day of May, 2017.  
(Date Contract Signed)

4. Maureen Beauregard is the duly elected President  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

  
(Signature of the Elected Officer)

STATE OF New Hampshire

County of Hillsborough

The forgoing instrument was acknowledged before me this 25 day of May, 2017.

By Dick Anagnost  
(Name of Elected Officer of the Agency)

  
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

**RUTH A. SYREK, Notary Public**  
My Commission Expires October 16, 2018

Commission Expires: \_\_\_\_\_



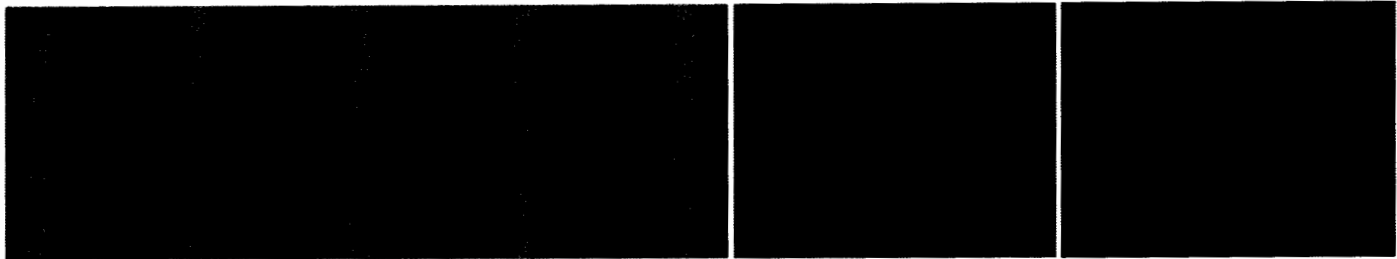


***Families in Transition***  
***122 Market Street***  
***Manchester, NH 03101***  
***Tel. 603-641-9441***  
***Fax. 603-641-1244***



***Mission***

To provide safe and affordable housing and comprehensive social services to individuals and families who are homeless or who are at risk of becoming homeless, enabling them to gain self-sufficiency and respect.



**CONSOLIDATED FINANCIAL STATEMENTS**

and

**SUPPLEMENTARY INFORMATION**

**December 31, 2016**

**(With Comparative Totals for 2015)**

**With Independent Auditor's Report**



## INDEPENDENT AUDITOR'S REPORT

Board of Directors  
Families in Transition, Inc. and Subsidiaries

We have audited the accompanying consolidated financial statements of Families in Transition, Inc. and Subsidiaries (the Organization), which comprise the consolidated statement of financial position as of December 31, 2016 and the related consolidated statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the consolidated financial statements.

### ***Management's Responsibility for the Consolidated Financial Statements***

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with U.S. generally accepted accounting principles; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

### ***Auditor's Responsibility***

Our responsibility is to express an opinion on these consolidated financial statements based on our audit. We conducted our audit in accordance with U.S. generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### ***Opinion***

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of the Organization as of December 31, 2016, and the consolidated changes in their net assets and their consolidated cash flows for the year then ended in accordance with U.S. generally accepted accounting principles.

***Report on Summarized Comparative Information***

We have previously audited the Organization's 2015 consolidated financial statements and, in our report dated March 22, 2016, expressed an unmodified opinion on those audited consolidated financial statements. In our opinion, the summarized comparative information presented herein as of and for the year ended December 31, 2015 is consistent, in all material respects, with the audited consolidated financial statements from which it has been derived.

***Other Matter***

*Supplementary Information*

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying supplementary information, which consists of the consolidating statement of financial position as of December 31, 2016, and the related consolidating statements of activities and functional expenses for the year then ended, is presented for purposes of additional analysis, rather than to present the financial position and changes in net assets of the individual entities, and is not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with U.S. generally accepted auditing standards. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

*Berry Dunn McNeil & Parker, LLC*

Manchester, New Hampshire  
March 29, 2017

**FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES**

**Consolidated Statement of Financial Position**

**December 31, 2016**

**(With Comparative Totals for December 31, 2015)**

**ASSETS**

	<u>2016</u>	<u>2015</u>
Current assets		
Cash and cash equivalents	\$ 773,336	\$ 1,027,626
Funds held as fiscal agent	91,897	90,123
Accounts receivable	176,659	30,212
Grants receivable	168,406	317,288
Prepaid expenses	35,838	43,155
Due from related parties	8,208	8,809
Other current assets	<u>42,795</u>	<u>41,302</u>
Total current assets	1,297,139	1,558,515
Replacement reserves	333,855	331,216
Reserve cash designated for properties	737,887	717,593
Investments	2,994	10,435
Investment in related entity	1,001	1,001
Property and equipment, net	26,990,325	25,441,709
Development in process	158,991	1,881,561
Other assets, net	<u>116,646</u>	<u>129,844</u>
Total assets	\$ <u>29,638,838</u>	\$ <u>30,071,874</u>

**LIABILITIES AND NET ASSETS**

Current liabilities		
Current portion of long-term debt	\$ 204,278	\$ 184,407
Accounts payable	168,988	203,943
Accrued expenses	207,932	152,630
Funds held as fiscal agent	91,897	90,123
Due to related entity	-	869
Other current liabilities	<u>48,106</u>	<u>44,665</u>
Total current liabilities	721,201	676,637
Long-term debt, less current portion	<u>10,831,602</u>	<u>10,594,485</u>
Total liabilities	<u>11,552,803</u>	<u>11,271,122</u>
Net assets		
Unrestricted - controlling interest	12,862,952	12,946,230
Unrestricted - noncontrolling interest	<u>4,808,111</u>	<u>5,248,340</u>
Total unrestricted	17,671,063	18,194,570
Temporarily restricted	<u>414,972</u>	<u>606,182</u>
Total net assets	<u>18,086,035</u>	<u>18,800,752</u>
Total liabilities and net assets	\$ <u>29,638,838</u>	\$ <u>30,071,874</u>

The accompanying notes are an integral part of these consolidated financial statements.

**FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES**

**Consolidated Statement of Activities**

**Year Ended December 31, 2016**

**(With Comparative Totals for the Year Ended December 31, 2015)**

	Unrestricted - Controlling Interest	Unrestricted - Noncontrolling Interest	Total Unrestricted	Temporarily Restricted	Total 2016	Total 2015
<b>Revenue and support</b>						
Federal, state and other grant support	\$ 2,060,623	\$ -	\$ 2,060,623	\$ 288,829	\$ 2,349,452	\$ 2,782,997
Rental income, net of vacancies	1,779,729	-	1,779,729	-	1,779,729	1,762,156
Thrift store sales	733,574	-	733,574	-	733,574	721,821
Public support	291,046	-	291,046	-	291,046	188,524
Tax credit revenue	70,000	-	70,000	-	70,000	192,533
Special events	200,057	-	200,057	-	200,057	135,307
VISTA program revenue	83,649	-	83,649	-	83,649	72,888
Unrealized gains (losses) on investments	3,906	-	3,906	-	3,906	(227)
Loss on disposal of assets	(28,156)	-	(28,156)	-	(28,156)	(11,150)
Interest income	29,107	-	29,107	-	29,107	28,833
In-kind donations	22,549	-	22,549	-	22,549	4,970
Forgiveness of debt	131,267	-	131,267	-	131,267	131,267
Medicaid reimbursements	248,815	-	248,815	-	248,815	175,366
Other income	74,812	-	74,812	-	74,812	308,696
Net assets released from restrictions	480,039	-	480,039	(480,039)	-	-
<b>Total revenue and support</b>	<b>6,181,017</b>	<b>-</b>	<b>6,181,017</b>	<b>(191,210)</b>	<b>5,989,807</b>	<b>6,493,981</b>
<b>Expenses</b>						
Program activities						
Housing	5,260,642	-	5,260,642	-	5,260,642	4,839,193
Thrift store	590,896	-	590,896	-	590,896	564,569
Total program activities	5,851,538	-	5,851,538	-	5,851,538	5,403,762
Fundraising	402,696	-	402,696	-	402,696	329,373
Management and general	457,590	-	457,590	-	457,590	418,148
<b>Total expenses</b>	<b>6,711,824</b>	<b>-</b>	<b>6,711,824</b>	<b>-</b>	<b>6,711,824</b>	<b>6,151,283</b>
Contribution for long-term purposes	7,300	-	7,300	-	7,300	50,000
Change in net assets	(523,507)	-	(523,507)	(191,210)	(714,717)	392,698
Change in net assets attributable to noncontrolling interest in subsidiaries	440,229	(440,229)	-	-	-	-
Change in net assets after reclassification of portion attributable to noncontrolling interest	(83,278)	(440,229)	(523,507)	(191,210)	(714,717)	392,698
Net assets, beginning of year	12,946,230	5,248,340	18,194,570	606,182	18,800,752	18,408,054
Net assets, end of year	\$ 12,862,952	\$ 4,808,111	\$ 17,671,063	\$ 414,972	\$ 18,086,035	\$ 18,800,752

The accompanying notes are an integral part of these consolidated financial statements.

**FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES**

**Consolidated Statement of Functional Expenses**

**Year Ended December 31, 2016**

**(With Comparative Totals for the Year Ended December 31, 2015)**

	Program Activities			Management and General	<b>2016 Total</b>	2015 Total
	Housing	Thrift Store	Fundraising			
Salaries and benefits						
Salaries and wages	\$ 1,606,761	\$ 362,595	\$ 225,084	\$ 180,379	\$ <b>2,374,819</b>	\$ 2,197,630
Employee benefits	161,906	40,273	20,492	16,380	<b>239,051</b>	254,849
Payroll taxes	<u>119,274</u>	<u>27,257</u>	<u>16,873</u>	<u>13,487</u>	<b><u>176,891</u></b>	<u>165,360</u>
Total salaries and benefits	1,887,941	430,125	262,449	210,246	<b>2,790,761</b>	2,617,839
Other expenses						
Advertising	15,153	27,540	1,793	1,433	<b>45,919</b>	41,689
Amortization	13,197	-	-	-	<b>13,197</b>	15,513
Application and permit fees	4,915	-	-	100	<b>5,015</b>	3,240
Bad debts	32,403	-	-	-	<b>32,403</b>	19,238
Bank charges	-	-	-	15,602	<b>15,602</b>	15,307
Consultants	67,376	3,268	1,186	5,356	<b>77,186</b>	8,316
Depreciation	927,135	9,839	28,280	22,605	<b>987,859</b>	911,306
Events	367	6,726	46,081	-	<b>53,174</b>	40,687
General insurance	111,344	8,780	495	23,003	<b>143,622</b>	124,620
Interest expense	179,672	660	-	-	<b>180,332</b>	203,058
Management fees	14,679	-	-	-	<b>14,679</b>	6,886
Meals and entertainment	5,598	224	1,019	815	<b>7,656</b>	4,469
Membership dues	7,522	525	1,419	1,134	<b>10,600</b>	6,909
Office supplies	91,720	8,658	15,812	12,639	<b>128,829</b>	118,425
Participant expenses	72,021	190	-	1,812	<b>74,023</b>	61,531
Postage	3,493	-	659	527	<b>4,679</b>	6,565
Printing	16,466	695	2,993	2,392	<b>22,546</b>	29,837
Professional fees	-	-	-	127,545	<b>127,545</b>	112,934
Rental subsidies	223,872	-	-	-	<b>223,872</b>	137,927
Repairs and maintenance	379,011	36,427	7,934	6,342	<b>429,714</b>	409,253
Staff development	8,989	-	1,695	1,355	<b>12,039</b>	8,536
Taxes	324,120	2,419	-	-	<b>326,539</b>	266,379
Technology support	55,540	344	10,280	8,217	<b>74,381</b>	59,523
Telephone	61,540	6,445	9,156	7,319	<b>84,460</b>	70,251
Travel	29,417	7,355	5,548	4,435	<b>46,755</b>	50,447
Utilities	387,242	29,178	-	-	<b>416,420</b>	409,871
VISTA program	290,379	-	-	-	<b>290,379</b>	306,283
Workers' compensation	<u>49,530</u>	<u>11,498</u>	<u>5,897</u>	<u>4,713</u>	<b><u>71,638</u></b>	<u>84,444</u>
Total expenses	\$ <b><u>5,260,642</u></b>	\$ <b><u>590,896</u></b>	\$ <b><u>402,696</u></b>	\$ <b><u>457,590</u></b>	\$ <b><u>6,711,824</u></b>	\$ <b><u>6,151,283</u></b>

The accompanying notes are an integral part of these consolidated financial statements.

**FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES**

**Consolidated Statement of Cash Flows**

**Year Ended December 31, 2016**

**(With Comparative Totals for the Year Ended December 31, 2015)**

	<u>2016</u>	<u>2015</u>
Cash flows from operating activities		
Change in net assets	\$ (714,717)	\$ 392,698
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation and amortization	1,001,056	926,819
Contribution for long-term purposes	(7,300)	(50,000)
Forgiveness of debt	(131,267)	(131,267)
Unrealized (gains) losses on investments	(3,906)	227
Loss on asset disposal	28,156	11,150
Decrease (increase) in:		
Accounts receivable	(146,447)	9,771
Grants receivable	148,882	(34,478)
Prepaid expenses	7,317	11,432
Due from related parties	601	(599)
Other current assets	(1,493)	2,477
Increase (decrease) in:		
Accounts payable	(47,979)	20,364
Accrued expenses	55,302	(7,176)
Due to related party	(869)	(1,502)
Other current liabilities	3,441	(31,700)
Net cash provided by operating activities	<u>190,777</u>	<u>1,118,216</u>
Cash flows from investing activities		
Net deposits to reserve accounts	(22,933)	(47,633)
Proceeds from sale of investments	11,347	-
Investment in development in process	(156,432)	(862,528)
Acquisition of property and equipment	<u>(139,966)</u>	<u>(179,852)</u>
Net cash used by investing activities	<u>(307,984)</u>	<u>(1,090,013)</u>
Cash flows from financing activities		
Contributions received for long-term purposes	7,300	50,000
Proceeds from long-term borrowings	37,739	156,083
Payments on long-term debt	<u>(182,122)</u>	<u>(202,695)</u>
Net cash (used) provided by financing activities	<u>(137,083)</u>	<u>3,388</u>
Net (decrease) increase in cash and cash equivalents	<u>(254,290)</u>	<u>31,591</u>
Cash and cash equivalents, beginning of year	<u>1,027,626</u>	<u>996,035</u>
Cash and cash equivalents, end of year	\$ <u>773,336</u>	\$ <u>1,027,626</u>
Supplemental disclosure		
Acquisition of property and equipment through accounts payable	\$ <u>13,024</u>	\$ <u>-</u>
Acquisition of property and equipment through long-term borrowings	\$ <u>-</u>	\$ <u>72,410</u>
Acquisition of development in process through long-term borrowings	\$ <u>532,638</u>	\$ <u>758,086</u>
Property and equipment transferred from development in process	\$ <u>1,879,002</u>	\$ <u>-</u>

The accompanying notes are an integral part of these consolidated financial statements.



## **FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES**

### **Notes to Consolidated Financial Statements**

**December 31, 2016**

**(With Comparative Totals for December 31, 2015)**

#### **Organization**

Families in Transition, Inc. (FIT or the Organization) is a New Hampshire nonprofit, incorporated on May 13, 1994, to provide housing and comprehensive social services to individuals and families who are homeless or at risk of becoming homeless in certain areas of southern New Hampshire, including Manchester, Concord and Dover.

The Organization directly owns and operates housing programs in facilities located on Amherst Street, Spruce Street, Lake Avenue and Douglas Street in Manchester, New Hampshire. Additional housing facilities are owned and operated by several limited partnerships of which the Organization is the sole general partner. These limited partnerships include Millyard Families II Limited Partnership (Millyard II), located on Market Street in Manchester, New Hampshire; Bicentennial Families Concord Limited Partnership (Bicentennial), located at Bicentennial Square in Concord, New Hampshire; Family Bridge Limited Partnership (Family Bridge), located on Second Street in Manchester, New Hampshire; and Family Willows Limited Partnership (Family Willows), located on South Beech Street in Manchester, New Hampshire (collectively referred to as the Limited Partnerships).

In 2008, the Organization created a Community Development Housing Organization, Housing Benefits, Inc. (Housing Benefits). Housing Benefits identifies and develops new housing units and refurbishes existing units to meet the persistent need of combating homelessness. Completed housing units are located on School & Third Streets, Lowell Street, Belmont Street, Market Street (Millyard Families I), Spruce Street and Hayward Street, in Manchester, New Hampshire as well as an additional housing unit located on Central Avenue in Dover, New Hampshire (Dover).

In 2012, the Organization became the sole member of Manchester Emergency Housing, Inc. (MEH), a New Hampshire nonprofit corporation providing immediate shelter to homeless families in the Manchester, New Hampshire area. MEH is the only family shelter in Manchester, New Hampshire.

The Organization also owns 100% of Family OutFITters, LLC (OutFITters), a limited liability corporation. OutFITters operates independent thrift stores in Concord and Manchester, New Hampshire with the sole purpose of generating an alternate funding stream for the Organization.

The Organization has several wholly-owned corporations which include Brick Mill House Families II, Inc. (Brick Mill), Bicentennial Families Concord, Inc. (Bicentennial Families), Second Street Family Mill, Inc. (Family Mill), and Big Shady Tree, Inc. (Big Shady Tree) (collectively referred to as the General Partners), all of which are New Hampshire corporations. These wholly-owned corporations represent the .01% sole general partners in the Limited Partnerships, whereby Brick Mill is a general partner of Millyard II, Bicentennial Families is a general partner of Bicentennial, Family Mill is a general partner of Family Bridge and Big Shady Tree is a general partner of Family Willows.

In 2012, the Organization became the sole member of The New Hampshire Coalition to End Homelessness, a statewide entity, whose mission is to "eliminate the causes for homelessness through research, education and advocacy". The activity of this entity is not deemed material and has not been included in the consolidated financial statements.

# FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

## Notes to Consolidated Financial Statements

December 31, 2016

(With Comparative Totals for December 31, 2015)

### 1. Summary of Significant Accounting Policies

#### Principles of Consolidation

Since the General Partners have control in the Limited Partnerships, in accordance with Financial Accounting Standards Board *Accounting Standards Codification* Topic 810-20-25, *Consolidation*, the financial statements of each of the Limited Partnerships' are required to be consolidated with the Organization's consolidated financial statements. The limited partners' ownership interest is reported in the consolidated statements of financial position as noncontrolling interest.

The consolidated financial statements include the net assets of the Organization, the Limited Partnerships, the General Partners, Housing Benefits, MEH and OutFITters. All significant inter-entity balances and transactions are eliminated in the accompanying consolidated financial statements.

#### Comparative Information

The consolidated financial statements include certain prior year summarized comparative information in total, but not by net asset classification. Such information does not include sufficient detail to constitute a presentation in conformity with U.S. generally accepted accounting principles (U.S. GAAP). Accordingly, such information should be read in conjunction with the Organization's December 31, 2015 consolidated financial statements, from which the summarized information was derived.

#### Use of Estimates

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements. Estimates also affect the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

# FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

## Notes to Consolidated Financial Statements

December 31, 2016

(With Comparative Totals for December 31, 2015)

### **Basis of Presentation**

Net assets and revenues, expenses, gains, and losses are classified as follows based on the existence or absence of donor imposed restrictions.

**Unrestricted net assets** - Net assets that are not subject to donor-imposed stipulations.

**Temporarily restricted net assets** - Net assets subject to donor-imposed stipulations that may or will be met by actions of the Organization and/or the passage of time. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions.

**Permanently restricted net assets** - Net assets subject to donor imposed stipulations that they be maintained permanently by the Organization. The donors of these assets permit the Organization to use all or part of the income earned on related contributions for general or specific purposes. The Organization had no permanently restricted net assets as of December 31, 2016 and 2015.

All contributions are considered to be available for unrestricted use unless specifically restricted by the donor. Amounts received that are designated for future periods or restricted by the donor for specific purposes are reported as temporarily restricted or permanently restricted support that increases those net asset classes. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions. The Organization records donor-restricted contributions whose restrictions are met in the same reporting period as unrestricted support in the year of the gift.

The Organization reports contributions of land, buildings or equipment as unrestricted support, unless a donor places explicit restriction on their use. Contributions of cash or other assets that must be used to acquire long-lived assets are reported as temporarily restricted support and reclassified to unrestricted net assets when the assets are acquired and placed in service.

### **Cash and Cash Equivalents**

The Organization considers all highly liquid investments with an initial maturity of three months or less to be cash equivalents. The Organization maintains its cash in bank deposit accounts which, at times, may exceed the federally insured limits. Management regularly monitors the financial institutions, together with their respective cash balances, and attempts to maintain the potential risk at a minimum. The Organization has not experienced any losses in such accounts and management believes it is not exposed to any significant risk on these accounts.

Restricted deposits are those deposits of cash and cash equivalents not generally available for operating costs, but restricted to particular uses including operating and replacement reserves for rental properties as well as certain other social services and programs.

# FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

## Notes to Consolidated Financial Statements

December 31, 2016

(With Comparative Totals for December 31, 2015)

### Property and Equipment

Property and equipment are recorded at cost or, if donated, at estimated fair market value at the date of donation less accumulated depreciation. The Organization's capitalization policy requires the capitalization of capital expenditures greater than \$1,000, while ordinary maintenance and repairs are charged to expense. Depreciation is provided using the straight-line method over the estimated useful lives of the related assets, ranging from 5 to 30 years. Assets not in service are not depreciated.

### Volunteer Services

A number of volunteers have donated their time to the Organization's various programs and administrative services. The value of these services has not been included in the accompanying consolidated financial statements since the volunteers' time does not meet criteria for recognition. The estimated value of donated time for the years ended December 31, 2016 and 2015 is approximately \$995,000 and \$870,000, respectively.

### Functional Expense Allocation

The costs of providing various programs and activities have been summarized on a functional basis in the statement of activities. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

### Income Taxes

The Organization is a tax-exempt Section 170(b)(1)(A)(vi) public charity as described in Section 501(c)(3) of the Internal Revenue Code (the Code) and is exempt from federal income taxes on related income pursuant to Section 501(a) of the Code. Accordingly, no provision for income taxes has been reflected in these financial statements.

The standards for accounting for uncertainty in income taxes require the Organization to report any uncertain tax positions and to adjust its financial statements for the impact thereof. As of December 31, 2016 and 2015, the Organization determined that it had no tax positions that did not meet the more-likely-than-not threshold of being sustained by the applicable tax authority. The Organization files an informational return in the United States. This return is generally subject to examination by the federal government for up to three years.

No provision for taxes on income is made in the Limited Partnerships' financial statements since, as a partnership, all taxable income and losses are allocated to the partners for inclusion in their respective tax returns.

# FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

## Notes to Consolidated Financial Statements

December 31, 2016

(With Comparative Totals for December 31, 2015)

### 2. Property and Equipment

Property and equipment consisted of the following:

	<u>2016</u>	<u>2015</u>
Land	\$ 3,112,699	\$ 3,112,699
Land improvements	602,600	595,300
Buildings and improvements	30,172,685	27,901,568
Furniture and fixtures	604,164	501,900
Equipment	182,631	324,134
Vehicles	<u>290,475</u>	<u>290,475</u>
	34,965,254	32,726,076
Less: accumulated depreciation	<u>7,974,929</u>	<u>7,284,367</u>
Property and equipment, net	<u>\$ 26,990,325</u>	<u>\$ 25,441,709</u>

At December 31, 2016 and 2015, the Organization held \$22,254,216 and \$22,708,745, respectively, of land, land improvements, and buildings and improvements, net of accumulated depreciation, for the purpose of leasing to individuals.

### 3. Development in Process

In December 2015, the Organization completed the construction on its Family Place Resource Center and Shelter through funding received from New Hampshire Housing Finance Authority (NHHFA), Community Development Finance Authority funds and donations. The Organization began providing services to individuals in January 2016 and placed the facility in service. The facility houses an expanded family shelter as well as a comprehensive resource center designed to meet the needs of homeless families and children. The shelter consists of 11 emergency housing units for families in immediate need of shelter. The services provided at the facility include, but are not limited to, centralized assessment and referral, hot meals, access to an onsite food pantry, onsite medical care and therapeutic preschool programming for children. At the time of completion the Organization had invested approximately \$1.8 million in the facility.

In September 2014, a three-family building and land located on Spruce Street in Manchester, New Hampshire was donated to FIT by the City of Manchester. The property was transferred from FIT to Housing Benefits. Housing Benefits rehabilitated the project into rental housing for low-income households. The construction incorporated energy efficiencies to reduce operating costs and help ensure long-term affordability. In July 2016, this facility was placed into service. At the time of completion the Organization had invested approximately \$595,000 in the facility.

**FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES**

**Notes to Consolidated Financial Statements**

**December 31, 2016**

**(With Comparative Totals for December 31, 2015)**

**4. Line of Credit**

The Organization has an unsecured line of credit agreement, renewed annually, with a financial institution in the amount of \$100,000. During the term of the agreement, the interest rate on any outstanding principal balance shall be equal to the base rate, as defined by the financial institution, with a floor of 4%. There was no outstanding balance or activity as of and for the years ended December 31, 2016 and 2015.

**5. Long-term Debt**

Long-term debt consisted of the following:

	<u>2016</u>	<u>2015</u>
A mortgage loan payable to NHHFA in monthly payments of \$680, including interest at 1% and an escrow of \$289. The loan is collateralized by real estate located on Amherst Street, Manchester, New Hampshire. The loan is due and payable in full in January 2033.	\$ 60,724	\$ 64,186
A note payable to NHHFA. The note is noninterest bearing and is collateralized by real estate located on Amherst Street, Manchester, New Hampshire. The note is due and payable upon sale or refinancing of the property or in June 2042.	163,283	163,283
A mortgage loan payable to St. Mary's Bank in monthly payments of \$990, including interest at 4.55%. The loan is collateralized by real estate on Spruce Street, Manchester, New Hampshire and is due and payable in full in February 2019.	123,139	127,772
A vehicle loan on an activity bus payable to New Hampshire Health and Education Facilities Authority in monthly payments of \$525 at 1% annual interest rate. The loan is due and payable in February 2017.	1,077	7,310
A mortgage loan payable to TD Bank, N.A. in monthly payments of \$1,359, including interest at 7.1%. The loan is collateralized by real estate at Beech Street, Manchester, New Hampshire. The loan is due and payable in full in November 2023.	80,597	90,702
A mortgage loan payable to RBS Citizens Bank in monthly payments of \$2,126, including interest at 7.18%. The loan is collateralized by real estate on Douglas Street, Manchester, New Hampshire. The loan is due and payable in full in April 2024.	235,139	243,224

## FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

### Notes to Consolidated Financial Statements

December 31, 2016

(With Comparative Totals for December 31, 2015)

A mortgage note payable by Bicentennial to NHHFA, collateralized by real estate and personal property. Monthly payments of \$1,095 include interest at 4.75% per annum until the principal and interest are fully paid with the final installment due and payable on May 1, 2034.	<b>153,833</b>	159,494
A noninterest bearing note payable by Bicentennial to NHHFA, collateralized by real estate and various financing instruments. Annual payments of 50% of surplus cash are due. The note is due and payable on May 28, 2034. This is nonrecourse.	<b>85,018</b>	85,018
A noninterest bearing note payable by Bicentennial to NHHFA, collateralized by real estate and various financing instruments. Annual payments of 25% of surplus cash are due. The note is due and payable on May 28, 2033. This note is nonrecourse and is subordinate to the \$85,018 note payable.	<b>337,720</b>	337,720
A noninterest bearing note payable by Bicentennial to Merrimack County, collateralized by real estate and various financing instruments. The note is due and payable in full in May 2033.	<b>260,000</b>	260,000
A noninterest bearing note payable by Millyard II to NHHFA, collateralized by real estate and various financing instruments. Annual payments of 25% of surplus cash are due. The note is due and payable upon sale or refinancing of the property or in May 2031. This loan is nonrecourse.	<b>449,877</b>	461,696
A mortgage note payable by Millyard II to NHHFA, collateralized by real estate and personal property. Monthly payments of \$1,729 include principal and interest at 3.5% per annum. The final installment is due and payable on September 1, 2032.	<b>245,315</b>	257,265
A note payable by Millyard II to the City of Manchester, New Hampshire, collateralized by real estate and various financing instruments. A payment of interest shall be made annually no later than August 1 each year based on 42.5% of the net cash flow. In any year where the Debt Coverage Ratio exceeds 1.15 to 1, principal payments shall be made no later than August 1 in an amount that will result in a 1.15 to 1 Debt Coverage Ratio. All unpaid amounts are due and payable in full on August 1, 2031. This note is nonrecourse.	<b>226,725</b>	226,725

## FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

### Notes to Consolidated Financial Statements

December 31, 2016

(With Comparative Totals for December 31, 2015)

A noninterest bearing note payable by Millyard II to the New Hampshire Community Loan Fund, Inc. (NHCLF), collateralized by real estate. Payment of principal is due and payable on December 31, 2031. This note is nonrecourse.	<b>250,000</b>	250,000
A mortgage note payable by Housing Benefits to the City of Manchester Community Improvement Program, collateralized by Millyard Families I real estate. The note is noninterest bearing and is due and payable in January 2027.	<b>230,000</b>	230,000
A second mortgage note payable by Housing Benefits to Community Development Finance Authority (CDFA), collateralized by Millyard Families I real estate. Monthly payments of \$1,121 include principal and interest at 2% per annum. The final installment is due and payable on June 15, 2022.	<b>69,998</b>	81,919
A mortgage note payable by Family Bridge to NHHFA, collateralized by real estate and personal property. The note bears no interest and is to be repaid from 50% of available surplus cash annually with all remaining principal due on August 30, 2034.	<b>850,000</b>	850,000
A promissory note payable by Family Bridge to TD Bank, N.A., collateralized by real estate. Monthly payments of \$3,953 include principal and interest at 7.71%. The note is payable in full in November 27, 2023 and is guaranteed by FIT and Family Mill.	<b>462,486</b>	473,244
A promissory note payable by Family Bridge to the City of Manchester, New Hampshire. The note is noninterest bearing with annual payments of 50% of net cash flow payable by October 1. The outstanding principal is due by October 1, 2034. The note is collateralized by real estate and is nonrecourse.	<b>600,000</b>	600,000
A mortgage note payable by Family Willows to NHHFA, collateralized by real estate and personal property. The note bears no interest and is to be repaid from 50% of available surplus cash annually with all remaining principal due on July 9, 2037.	<b>567,448</b>	568,617



## FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

### Notes to Consolidated Financial Statements

December 31, 2016

(With Comparative Totals for December 31, 2015)

A note payable by Family Willows to the City of Manchester, New Hampshire. The note is noninterest bearing and has an annual payment of \$9,091 payable on October 1. All outstanding principal is due by October 2029. The note is collateralized by real estate and is nonrecourse.	<b>109,090</b>	118,181
A note payable by Family Willows to RBS Citizens Bank, collateralized by real estate. Monthly payments of \$1,882 include principal and interest at 3.75%, based on the prime rate capped at 6%. The note is payable in full on June 27, 2033 and is guaranteed by FIT and Big Shady Tree.	<b>287,593</b>	300,086
A mortgage note payable by Housing Benefits to NHHFA, collateralized by School & Third Street real estate and personal property. Monthly payments of \$2,775 include principal and interest at 8% per annum. The note is due in February 2021.	<b>119,838</b>	142,347
A second mortgage note payable by Housing Benefits to NHCLF, collateralized by School & Third Street real estate and personal property. The note bears no interest and monthly payments of \$2,775 will commence on April 15, 2021 and continue until maturity in October 2039.	<b>617,613</b>	617,613
A mortgage note payable by Housing Benefits to NHHFA, collateralized by Belmont Street real estate and personal property. The non-interest bearing note requires annual payments in amounts equal to 50% of surplus cash. The note is payable in full by December 2040.	<b>413,575</b>	419,370
A privately-financed mortgage note collateralized by property located at South Main Street in Concord, New Hampshire. Monthly payments of \$3,158 include principal and interest at 6.25% per annum. The note will be paid in full in September 2031.	<b>364,529</b>	379,138
A mortgage note payable from Housing Benefits to NHHFA, collateralized by Lowell Street real estate and personal property. The non-interest bearing note requires annual payments in amounts equal to 50% of surplus cash. The note is payable in full in August 2040.	<b>34,628</b>	34,628

## FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

### Notes to Consolidated Financial Statements

December 31, 2016

(With Comparative Totals for December 31, 2015)

A second, noninterest bearing, mortgage note payable from Housing Benefits to the City of Manchester, New Hampshire, collateralized by Lowell Street real estate. Annual payments equal to the greater of 25% of new cash flow or \$4,000 commenced in October 2012 and will continue until the maturity date in June 2041.	172,022	176,022
A noninterest promissory note payable from Housing Benefits to NHHFA collateralized by a mortgage and security agreement on Lowell Street real estate. The note will be forgiven 1/15th annually over the low-income housing tax credit compliance period which ends in 2026. During 2016 and 2015, \$131,267 was recognized as other income in the consolidated statement of activities.	1,247,031	1,378,298
A mortgage note payable from Housing Benefits to NHHFA, collateralized by Dover real estate and personal property. The noninterest bearing note requires annual payments in amounts equal to 50% of surplus cash. The note is payable in full by June 2028.	219,364	221,428
A technical assistance note payable to NHHFA to provide support to the Organization for the Hope House (the Project). If the Project is approved, NHHFA is expected to be the lead lender on the Project. At the time of closing on the construction loan, this noninterest bearing note payable will be repaid or refinanced. If the Project does not proceed to a closing, NHHFA has indicated it will forgive the loan.	13,841	-
A noninterest mortgage note payable to the City of Manchester Community Improvement Program, collateralized by real estate located at 393-395 Spruce Street. The note has a borrowing limit of \$500,000. As costs are incurred Housing Benefits will be reimbursed by the City of Manchester. Annual payments of the greater of 25% of net cash flow or \$5,000 are due by October 1 commencing October 1, 2015. The note is due in full by October 1, 2045.	582,808	129,708
A mortgage note payable to TD Bank, N.A., collateralized by real estate located at 167 Lake Avenue and personal property located at 161 South Beech Street, Unit 2. Monthly payments of \$1,921 include principal and interest at 3.41%. The note is due in full by April 2019.	407,357	416,086

## FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

### Notes to Consolidated Financial Statements

December 31, 2016

(With Comparative Totals for December 31, 2015)

A vehicle loan payable in monthly payments of \$488, including interest at 4.06%. The loan is due in September 2020 and is collateralized by the related vehicle.	20,369	25,286
A vehicle loan payable in monthly payments of \$760, including interest at 5.374%. The loan is due in November 2020 and is collateralized by the related vehicle.	30,610	38,595
A mortgage note payable to NHHFA, collateralized by the real estate at Lake Avenue, Manchester, New Hampshire. The non-interest bearing note requires annual payments in amounts equal to 50% of surplus cash. The note is payable in full by June 2045.	750,000	646,564
A mortgage note payable to TD Bank, N.A., collateralized by real estate located at 641 Hayward Street, Manchester, New Hampshire. Monthly payments of \$1,091 include principal and interest at 4.25%. The note is due in full by January 2040.	<u>193,233</u>	<u>197,367</u>
	11,035,880	10,778,892
Less current portion	<u>204,278</u>	<u>184,407</u>
	<u>\$ 10,831,602</u>	<u>\$10,594,485</u>

Principal maturities of the above notes over the next five years and thereafter are as follows:

2017	\$ 204,278
2018	177,292
2019	674,888
2020	177,146
2021	174,492
Thereafter	<u>9,627,784</u>
	<u>\$ 11,035,880</u>

Cash paid for interest approximates interest expense.

# FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

## Notes to Consolidated Financial Statements

December 31, 2016

(With Comparative Totals for December 31, 2015)

### 6. Temporarily Restricted Net Assets

Temporarily restricted net assets are restricted for the following purposes:

	<u>2016</u>	<u>2015</u>
The Family Place - services	\$ 4,858	\$ 52,000
The Family Place - development	-	140,115
Scholarships	12,264	13,348
VISTA program	58,093	50,623
Housing programs	10,492	8,432
Direct care for clients	169,494	198,460
Community Gardens	42,771	46,204
Grant receivable - time restricted	<u>117,000</u>	<u>97,000</u>
	<u>\$ 414,972</u>	<u>\$ 606,182</u>

### 7. Commitments

Under the terms of the Limited Partnerships' Regulatory Agreements with NHHFA, each Limited Partnership is required to make deposits to various escrow accounts to fund expected future costs.

Each Limited Partnership has entered into a Land Use Restriction Agreement with NHHFA, as a condition of the allocation of low-income housing tax credits by NHHFA. Pursuant to the covenant, the Limited Partnerships are required to remain in compliance with Code Section 42 for the compliance period and an extended use period, unless terminated sooner.

### 8. Retirement Plan

The Organization has a tax deferred retirement plan which is available to all employees working greater than 25 hours a week. All employees are eligible to participate and are fully vested with the first contribution. The Organization matches contributions at 100% up to 3% of compensation. The Organization contributed \$34,176 and \$32,880 during the years ended December 31, 2016 and 2015, respectively.

### 9. Housing Action New Hampshire

In 2011, the Organization entered into a Fiscal Sponsorship Agreement with Housing Action New Hampshire (HANH), an unincorporated association. Authority to manage the programmatic activities of HANH is vested solely in HANH. The Organization maintains the books and financial records for HANH in accordance with U.S. GAAP. HANH funds are presented in the Organization's consolidated statement of financial position as funds held as fiscal agent.

**FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES**

**Notes to Consolidated Financial Statements**

**December 31, 2016**

**(With Comparative Totals for December 31, 2015)**

**10. Noncontrolling Interest**

Noncontrolling interest, as shown in the consolidated statement of financial position, represents investments by limited partners in the Limited Partnerships as follows as of December 31:

<u>Limited Partner</u>	<u>Property</u>	<u>2016</u>	<u>2015</u>
Community Capital 2000 New Hampshire Housing Equity Fund, Inc.	Millyard II	\$ 848,610	\$ 932,812
JP Morgan Chase	Bicentennial	264,089	302,918
BCCC, Inc.	Bicentennial	263,968	303,031
Boston Capital Corporate	Family Bridge	10	10
BCCC, Inc.	Family Bridge	1,320,087	1,486,889
Boston Capital Midway	Family Willows	10	10
	Family Willows	<u>2,111,337</u>	<u>2,222,670</u>
		<u>\$ 4,808,111</u>	<u>\$ 5,248,340</u>

**11. Subsequent Events**

For purposes of the preparation of these consolidated financial statements in conformity with U.S. GAAP, the Organization has considered transactions or events occurring through March 29, 2017, which was the date the consolidated financial statements were available to be issued. Management has not evaluated subsequent events after that date for inclusion in the consolidated financial statements.

**Millyard II**

During 2016, Millyard II reached the end of the initial 15-year low-income housing tax credit compliance period. As a result, Community Capital 2000 (the limited partner) indicated it has decided to withdraw from Millyard II and is expected to do so in the first quarter of 2017. It is management's plan to have Housing Benefits acquire the remaining assets of Millyard II.

**Wilson Street Development**

The Organization is currently in the process of developing the Manchester Treatment and Recovery Center (the Center) on the second and third floors of 267 Wilson Street in Manchester, New Hampshire. Management plans to use the second floor of the building to expand the Organization's Family Willows Intensive Outpatient Treatment Program and to also provide sober and recovery housing. This additional space is anticipated to allow the Organization to double the number of people served with evidence based substance use disorder treatment services. The Organization plans to rehabilitate the third floor of the building to create substance free recovery housing for single women who are in the early stages of recovery. Consistent with recent evidence regarding successful recovery housing programs, women in these units will share living space with other women in the early stages of their recovery, thereby providing peer support and accountability to mitigate chances of relapse. Cost of development of the Center is estimated to range from \$3.6 million to \$4 million and is expected to be funded from the City of Manchester, NHHFA, CDFA funds, other grants and donations and additional long-term borrowings.

**SUPPLEMENTARY INFORMATION**

**FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES**

**Consolidating Statement of Financial Position**

**December 31, 2016**

	ASSETS							
	Families In Transition <u>Operating</u>	Limited <u>Partnerships</u>	Housing <u>Benefits</u>	Family <u>OutFITTERs</u>	Manchester Emergency <u>Housing</u>	Families in Transition Temporarily <u>Restricted</u>	<u>Eliminations</u>	<u>Total</u>
<b>Current assets</b>								
Cash and cash equivalents	\$ 46,905	\$ 39,900	\$ 141,211	\$ 128,535	\$ 1,813	\$ 414,972	\$ -	\$ 773,336
Funds held as fiscal agent	91,897	-	-	-	-	-	-	91,897
Accounts receivable	245,259	11,657	9,064	-	-	-	(89,321)	176,659
Grants receivable	161,656	-	-	-	6,750	-	-	168,406
Prepaid expenses	7,011	18,347	10,227	21	232	-	-	35,838
Due from related party	407,439	30,613	87,039	170,632	525	-	(688,040)	8,208
Other current assets	5,078	23,829	13,888	-	-	-	-	42,795
<b>Total current assets</b>	<b>965,245</b>	<b>124,346</b>	<b>261,429</b>	<b>299,188</b>	<b>9,320</b>	<b>414,972</b>	<b>(777,361)</b>	<b>1,297,139</b>
Replacement reserves	43,079	186,913	103,863	-	-	-	-	333,855
Reserve cash designated for properties	54,416	381,302	302,169	-	-	-	-	737,887
Related party notes receivable	1,725,799	-	-	-	-	-	(1,725,799)	-
Accrued interest receivable on related party note	919,191	-	-	-	-	-	(919,191)	-
Investments	2,994	-	-	-	-	-	-	2,994
Investment in related entities	1,196,347	-	25,052	-	-	-	(1,220,398)	1,001
Property and equipment, net	4,641,647	13,039,082	9,266,994	42,602	-	-	-	26,990,325
Development in process	156,371	-	2,620	-	-	-	-	158,991
Other assets	-	54,683	61,983	-	-	-	-	116,646
<b>Total assets</b>	<b>\$ 9,705,089</b>	<b>\$ 13,786,326</b>	<b>\$ 10,024,090</b>	<b>\$ 341,790</b>	<b>\$ 9,320</b>	<b>\$ 414,972</b>	<b>\$ (4,642,749)</b>	<b>\$ 29,638,838</b>
	<b>LIABILITIES AND NET ASSETS</b>							
<b>Current liabilities</b>								
Current portion of long-term debt	\$ 72,454	\$ 70,782	\$ 53,462	\$ 7,580	\$ -	\$ -	\$ -	\$ 204,278
Accounts payable	54,850	134,405	58,485	3,749	6,820	-	(89,321)	168,988
Accrued expenses	135,370	727,878	236,630	20,472	6,773	-	(919,191)	207,932
Funds held as fiscal agent	91,897	-	-	-	-	-	-	91,897
Due to related entities	49,166	76,101	429,476	120,626	12,671	-	(688,040)	-
Other current liabilities	5,479	26,001	16,626	-	-	-	-	48,106
<b>Total current liabilities</b>	<b>409,216</b>	<b>1,035,167</b>	<b>794,679</b>	<b>152,427</b>	<b>26,264</b>	<b>-</b>	<b>(1,696,552)</b>	<b>721,201</b>
Long-term debt, less current portion	2,147,604	6,140,122	4,246,646	23,029	-	-	(1,725,799)	10,831,602
<b>Total liabilities</b>	<b>2,556,820</b>	<b>7,175,289</b>	<b>5,041,325</b>	<b>175,456</b>	<b>26,264</b>	<b>-</b>	<b>(3,422,351)</b>	<b>11,552,803</b>
<b>Net assets</b>								
Unrestricted - controlling interest	7,148,269	1,802,926	4,982,765	166,334	(16,944)	-	(1,220,398)	12,862,952
Unrestricted - noncontrolling interest	-	4,808,111	-	-	-	-	-	4,808,111
<b>Total unrestricted</b>	<b>7,148,269</b>	<b>6,611,037</b>	<b>4,982,765</b>	<b>166,334</b>	<b>(16,944)</b>	<b>-</b>	<b>(1,220,398)</b>	<b>17,671,063</b>
Temporarily restricted	-	-	-	-	-	414,972	-	414,972
<b>Total net assets</b>	<b>7,148,269</b>	<b>6,611,037</b>	<b>4,982,765</b>	<b>166,334</b>	<b>(16,944)</b>	<b>414,972</b>	<b>(1,220,398)</b>	<b>18,086,035</b>
<b>Total liabilities and net assets</b>	<b>\$ 9,705,089</b>	<b>\$ 13,786,326</b>	<b>\$ 10,024,090</b>	<b>\$ 341,790</b>	<b>\$ 9,320</b>	<b>\$ 414,972</b>	<b>\$ (4,642,749)</b>	<b>\$ 29,638,838</b>

**FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES**

**Consolidating Statement of Activities**

**Year Ended December 31, 2016**

	Families In Transition <u>Operating</u>	Limited Partnerships	Housing Benefits	Family OutFITers	Manchester Emergency Housing	Eliminations	Unrestricted Total	Temporarily Restricted	Total
<b>Revenue and support</b>									
Federal, state and other grant support	\$ 2,023,202	\$ 63,154	\$ 151,491	\$ -	\$ 132,337	\$ (309,561)	\$ 2,060,623	\$ 288,829	\$ 2,349,452
Rental income, net of vacancies	274,434	977,708	596,694	-	10,033	(79,140)	1,779,729	-	1,779,729
Thrift store sales	-	-	-	733,574	-	-	733,574	-	733,574
Public support	288,113	-	-	2,933	-	-	291,046	-	291,046
Tax credit revenue	70,000	-	-	-	-	-	70,000	-	70,000
Special events	200,057	-	-	-	-	-	200,057	-	200,057
Property management fees	569,876	-	-	-	-	(569,876)	-	-	-
VISTA program revenue	83,649	-	-	-	-	-	83,649	-	83,649
Unrealized gains on investments	3,906	-	-	-	-	-	3,906	-	3,906
Loss on disposal of assets	(188)	(558)	(17)	-	(27,393)	-	(28,156)	-	(28,156)
Interest income	96,059	237	581	-	-	(67,770)	29,107	-	29,107
In-kind donations	22,549	-	-	-	-	-	22,549	-	22,549
Forgiveness of debt	-	-	131,267	-	-	-	131,267	-	131,267
Medicaid reimbursements	248,815	-	-	-	-	-	248,815	-	248,815
Other income	75,340	22,131	11,071	8,462	27,049	(69,241)	74,812	-	74,812
Net assets released from restrictions	<u>480,039</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>480,039</u>	<u>(480,039)</u>	<u>-</u>
<b>Total revenue and support</b>	<u>4,435,851</u>	<u>1,062,672</u>	<u>891,087</u>	<u>744,969</u>	<u>142,026</u>	<u>(1,095,588)</u>	<u>6,181,017</u>	<u>(191,210)</u>	<u>5,989,807</u>
<b>Expenses</b>									
Program activities	3,412,887	1,469,639	1,131,022	713,592	203,542	(1,079,144)	5,851,538	-	5,851,538
Fundraising	402,696	-	-	-	-	-	402,696	-	402,696
Management and general	<u>398,847</u>	<u>33,305</u>	<u>24,712</u>	<u>16,670</u>	<u>500</u>	<u>(16,444)</u>	<u>457,590</u>	<u>-</u>	<u>457,590</u>
<b>Total expenses</b>	<u>4,214,430</u>	<u>1,502,944</u>	<u>1,155,734</u>	<u>730,262</u>	<u>204,042</u>	<u>(1,095,588)</u>	<u>6,711,824</u>	<u>-</u>	<u>6,711,824</u>
<b>Excess (deficiency) of revenue and support over expenses</b>	221,421	(440,272)	(264,647)	14,707	(62,016)	-	(530,807)	(191,210)	(722,017)
<b>Contribution for long-term purposes</b>	<u>-</u>	<u>-</u>	<u>7,300</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>7,300</u>	<u>-</u>	<u>7,300</u>
<b>Change in net assets</b>	<u>\$ 221,421</u>	<u>\$ (440,272)</u>	<u>\$ (257,347)</u>	<u>\$ 14,707</u>	<u>\$ (62,016)</u>	<u>\$ -</u>	<u>\$ (523,507)</u>	<u>\$ (191,210)</u>	<u>\$ (714,717)</u>



**FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES**

**Consolidating Statement of Functional Expenses**

**Year Ended December 31, 2016**

**Program Activities**

	Families In Transition Operating	Limited Partnerships	Housing Benefits	Family OutFITters	Manchester Emergency Housing	Fundraising	Management and General	Eliminations	Total
Salaries and benefits									
Salaries and wages	\$ 1,185,707	\$ -	\$ 323,031	\$ 362,595	\$ 98,023	\$ 225,084	\$ 180,379	\$ -	\$ 2,374,819
Employee benefits	108,661	-	47,908	40,273	5,337	20,492	16,380	-	239,051
Payroll taxes	89,466	-	22,480	27,257	7,328	16,873	13,487	-	176,891
<b>Total salaries and benefits</b>	<b>1,383,834</b>	<b>-</b>	<b>393,419</b>	<b>430,125</b>	<b>110,688</b>	<b>262,449</b>	<b>210,246</b>	<b>-</b>	<b>2,790,761</b>
Advertising	15,153	-	-	27,540	-	1,793	1,433	-	45,919
Amortization	-	6,673	6,524	-	-	-	-	-	13,197
Application and permit fees	-	2,755	2,160	-	-	-	100	-	5,015
Bad debts	11,456	7,738	13,209	-	-	-	-	-	32,403
Bank charges	-	-	-	-	-	-	15,602	-	15,602
Consultants	61,901	-	2,691	3,268	2,784	1,186	5,356	-	77,186
Depreciation	149,952	479,691	289,197	9,839	8,295	28,280	22,605	-	987,859
Events	-	-	367	6,726	-	46,081	-	-	53,174
General insurance	29,922	41,671	30,199	8,780	9,552	495	23,003	-	143,622
Interest expense	68,682	130,476	48,284	660	-	-	-	(67,770)	180,332
Management fees	75,448	228,235	260,872	-	-	-	-	(549,876)	14,679
Meals and entertainment	5,403	-	-	224	195	1,019	815	-	7,656
Membership dues	7,522	-	-	525	-	1,419	1,134	-	10,600
Office supplies	83,843	2,542	4,682	8,658	653	15,812	12,639	-	128,829
Participant expenses	44,763	165	-	190	27,093	-	1,812	-	74,023
Postage	3,493	-	-	-	-	659	527	-	4,679
Printing	15,870	-	596	695	-	2,993	2,392	-	22,546
Professional fees	-	-	-	-	-	-	127,545	-	127,545
Related entity expenditures	633,095	-	(314,293)	60,000	-	-	-	(378,802)	-
Rent	-	-	-	62,696	-	-	16,444	(79,140)	-
Rental subsidies	223,872	-	-	-	-	-	-	-	223,872
Repairs and maintenance	42,070	184,979	156,225	36,427	15,737	7,934	6,342	(20,000)	429,714
Staff development	8,989	-	-	-	-	1,695	1,355	-	12,039
Taxes	64,147	161,638	95,166	2,419	3,169	-	-	-	326,539
Technology support	54,509	218	321	344	492	10,280	8,217	-	74,381
Telephone	48,549	791	8,074	6,445	4,126	9,156	7,319	-	84,460
Travel	29,417	-	-	7,355	-	5,548	4,435	-	46,755
Utilities	31,510	219,907	119,716	29,178	16,109	-	-	-	416,420
VISTA program	288,219	2,160	-	-	-	-	-	-	290,379
Workers' compensation	31,288	-	13,613	11,498	4,649	5,897	4,713	-	71,638
<b>Total expenses</b>	<b>\$ 3,412,887</b>	<b>\$ 1,469,639</b>	<b>\$ 1,131,022</b>	<b>\$ 713,592</b>	<b>\$ 203,542</b>	<b>\$ 402,696</b>	<b>\$ 474,034</b>	<b>\$ (1,095,588)</b>	<b>\$ 6,711,824</b>

**Board of Directors**

Dick Anagnost, Chairperson  
*President, Anagnost Companies*  
Board member since 2007

Charla Bizios Stevens, Vice Chairperson  
*Director, Litigation Department and Chair of Employment Law Practice Group  
McLane, Graf, Raulerson & Middleton, P.A.*  
Board member since 2013

Robert Bartley, Treasurer  
*President, CPA, CFP, Bartley Financial Advisor*  
Board member since 2015

Colleen Cone, Secretary  
*VP, Talent & Culture, DYN*  
Board member since 2014

Trevor Arp,  
*VP of Product Management, Comcast*  
Board member since 2008

Rev. Gayle Murphy  
*Minister at Large*  
Board member since 2008

Alison Hutcheson  
*Manager of Sales, Merchants Fleet Management*  
Board member since 2014

Kristy Merrill  
*Chief of Staff, New Hampshire Senate*  
Board member since 2014

Angela M. Whitcher  
*Assistant Vice President, Relationship Management, Lincoln Financial Group*  
Board member since 2014

Kitten Stearns  
*Realtor, Coldwell Banker Residential Brokerage*  
Board member since 2014

Sedra Michaelson  
*Strategic Account Manager, CCH, a Wolters Kluwer Business*  
Board member since 2015

Peter Mennis  
*VP of the NH Commercial Banking Division, NBT Bank*  
Board member since 2015

Mary Ann Aldrich  
*Clinical Director of Community Health, Dartmouth-Hitchcock Manchester*  
Board member since 2015

Alex Anagnost  
*Director of Philanthropy/Project Manager, Anagnost Companies*  
Board member since 2015

Kelly Mulholland  
*SVP, Business Banking Regional Director, New England, Santander Bank, N.A.*  
Board member since 2016

Heather Whitfield  
*Vice President, Commercial Lending, People's United Bank*  
Board member since 2016

Wayne McCormick, CFP  
*First Vice President- Investments, Wells Fargo Advisors*  
Board member since 2016

Helen Davies  
*Director of Community Relations, Southern New Hampshire University*  
Board member since 2016

Scott W. Ellison  
*Partner, COOK, LITTLE, ROSENBLATT & MANSON, pllc*  
Board member since 2016

Glynis Citarelli  
*Owner/Photographer/Creative Designer, SweetShot Photography, LLC*  
Board member since 2016

AnnMarie French  
*Communications Manager, NH Fiscal Policy Institute*  
Board member since 2016

Kyle Battis  
*NH Strategic Marketing, President*  
Board member since 2017

## Stephanie Allain Savard, LICSW

### **Licensure and Education:**

- New Hampshire Licensed Independent Clinical Social Worker, #941, April, 2000.
- Masters in Social Work, Boston University, 1996.
- Bachelor of Arts – Honors in Psychology, Keene State College, 1992.
- Associate of Science in Chemical Dependency, Keene State College, 1992.
- Boston University Workshop-Based Trauma Certificate, 2006.
- Low Income Housing Tax Credit Certified Credit Compliance Professional (C3P), 2000.

### **Professional Experience:**

*Vice-President*, Families in Transition, Manchester, NH, 1/97 – Present.

- Oversight of clinical department and all supportive services programming within agency, including case management, therapeutic services, employment & training services, youth programming and specialized programming. Oversee and manage treatment and supportive services for a program capacity of 150+ homeless families and individuals to ensure that consistent and quality clinical services are provided. Oversight of 135+ units of affordable housing to ensure quality and safe housing for all tenants.
- Provide administrative and clinical supervision to all licensed clinicians, masters and bachelor level clinician & case managers. Provide oversight to the Property Administration Department, including management of all funding requirements for each property, including Low Income Housing Tax Credits, HOME, Housing and Urban Development, CDBG, etc.
- Assumes responsibilities and decision-making for agency in the absence of the President. Assist President on personnel issues and in oversight of agency and strategic planning.
- Provide therapeutic services to participants of program, including participation in participant team meetings. Co-facilitate support groups on various issues, including self-esteem, co-dependency, Relational/Cultural Theory, trauma and relationships.
- Families in Transition Board of Directors Programs and Supportive Services Committee Member and assist in Board of Director meetings.
- Member of the Manchester Continuum of Care, 10/00 – Present; Community Awareness Committee Chair 2003/2004; 2006 – Present.

*Counselor/Family Service Worker*, NFI Midway Residential Shelter, Manchester, NH, 1993 – 1996.

- Supervised 15 adolescent males utilizing behavior management and normative culture techniques.

- Supervised all shifts and summer activity program; Conducted family assessments and counseling.

*MSW Clinical Intern, CASPAR Emergency Service Center, Cambridge, MA, 1995-1996.*

- Provided assessments, individual and group therapy to homeless substance abusers in early recovery.
- Developed a resource manual of services for client referral and assisted in creating a program brochure.

*MSW Clinical Caseworker Intern, WorkSource of Work, Inc., Quincy, MA, 1994-1995.*

- Provided case management, counseling, and crisis intervention to consumers with psychiatric disabilities in a vocational rehabilitation workshop. Developed and co-facilitated support groups.
- Developed and facilitated a pre-employment program for consumers transitioning into community work.

*VISTA Volunteer, Center for Human Services, Seattle, WA, 1992-1993.*

- Developed, recruited, and supervised a volunteer program for multiple programs and departments.
- Diversity Committee Member; Assisted in agency fundraising and grant writing; designed and marketed public relation materials; assisted in coordinating Board of Directors and chairing Board committees.

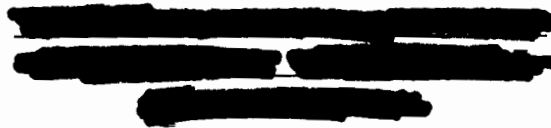
**Professional Affiliations and Volunteer Experience:**

- Lazarus House Transitional Housing Advisory Council, Lawrence, MA, 2004 - Present.
- Board of Directors of the NH Coalition to End Homelessness, 12/00 - 2002.

**Awards & Professional Memberships:**

- National Association of Social Workers, Member 1996-Present; NH Chapter Board of Directors, Vice-President 2006 – Present.
- Union Leader and Business Industry Association “40 Under 40” Leaders of New Hampshire, 2004
- NH Homeless Service Providers Award, Office of Homeless and Housing Services, 2003.

## Joseph Berard



**OBJECTIVE:** Seeking a position within the Social Services or Human Services fields where I can utilize my skills and abilities to deliver exceptional support and assistance to clients and community liaisons.

### **PROFESSIONAL SKILLS:**

- Outstanding work ethic and desire to produce exceptional outcomes
- Excellent customer service skills
- Ability to be flexible and multi-task
- Strong history of reliability, consistency, hard work and effort
- Team player who also has the ability to lead when needed

### **EDUCATION:**

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#### **Shorridge Academy, Milton, NH**

September 2008 – June 2012

High School Diploma

#### **Granite State College, Manchester, NH**

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September 2016- Present

Bachelor's Degree- Human Services

Associate's Degree- Behavioral Science

### **EMPLOYMENT HISTORY:**

#### **Child and Family Services of New Hampshire , Manchester, NH**

February 2016- present

##### **Peer Outreach Worker**

- Work with the Street Outreach Team to assist runaway, homeless and street youth ages 12-22 in obtaining basic needs such as food, clothing, laundry and shower facilities at the Youth Drop-In Center
- Provide street-based education to the youth of the Manchester community regarding services that the Street Outreach Program can provide
- Build trusting relationships with youth who access the Youth Drop-In Center
- Collaborate with team members on ongoing projects and provide feedback pertaining to ways to improve the Drop-In Center and the services provided
- Participate in street outreach in order to educate the community and create awareness of the existence of the Drop-In Center and what services are provided

#### **SpiderBite Tattoo and Body Piercing Manchester, NH**

June 2016- Present

**Cashier/Front Desk Attendant**

- Perform all duties required with opening and closing of the establishment
- Prepare cash drawer with opening and closing of shifts
- Schedule tattoo appointments via walk-ins or phone calls
- Organizing paperwork
- Assist customers with their needs
- Ensure all customers leave satisfied with their purchases
- Ensuring a friendly and clean atmosphere
- Checking proper identification is provided and making sure that customers are of age
- Establishing a rotation for customers who walk-in so that everybody has their needs met

**Subway Manchester, NH**

August 2015 – July 2016

**Shift Supervisor/Crew Member**

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- Perform all duties required with opening and closing of establishment
- Prepare cash drawer at beginning and ending of shift
- Create weekly schedules for employees
- Ensure that all customer orders are prepared correctly
- Assist customers with menu questions and concerns
- Keep all food items and paper products stocked; order replacement items as needed
- Train new employees to meet all safety requirements
- Handle all customer complaints
- Monitor employees performance and ensure that all checklists are followed and accomplished

**Ski Ward Ski Area Shrewsbury, MA**

December 2009 – April 2010

**Snowboard Instructor**

- Provided individual and group snowboarding instruction
- Taught various snowboarding techniques and safety precautions from beginners to advanced snowboarders
- Provided First Aid when needed

**TRAINING OR CERTIFICATIONS:**

- Servsafe Manager's Certification
- 

December 2013

- Servsafe Food Handler's Certification  
December 2013
  - Boston Regional Customer Service Certification  
April 2013
  - Trauma Informed Care certification  
March 2016
  - Transgender Training Certification  
May 2016
  - HIPAA- What You Should Know Training  
April 2016
  - HIPAA-Employers Rights Training  
April 2016
  - Nasal Naloxone Administration Certification  
June 2016
- 

## **References**

References given upon request.



## **Jessica R. Bregler**

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### **Objective**

Charismatic, innovative, and inspirational individual seeks a professional position that allows me to contribute my prior experience in management, world-class customer service, outstanding sales, and my ability to analyze carious situations in detail that will bring success and productivity to the work environment.

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### **Education**

#### **Southern New Hampshire University**

**December 2012 to Present**

Pursuing B.A. in Human Services expected, December 2017. Further developing, honing and expanding critical thinking skills, communication skills, and sociocultural awareness to understand how society and people are influenced.

- Associates Degree in Liberal Arts- December 2016
- National Honor Society of Colligate Scholars: April 2014
- National Society of Leadership and Success: July 2015

#### **Goffstown High School**

**Fall 2006 to Spring 2010**

Obtained high school diploma graduated spring of 2010.

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### **Related Work Experience**

#### **Families in Transition: Program Aide**

**December 2016 to Present**

Provide direct support, oversight and interventions at FIT supportive housing properties for homeless families. Responsibilities include: completing rounds of assigned property, providing recovery based supports to participants, video camera observation, inspecting rooms/common areas, encouraging community building and maintaining housing stability, providing consistent staff presence for families to access support, addressing conflict or concerns, drug and alcohol screening, and awareness for building safety.

#### **Southern New Hampshire University: Admissions Counselor III** **May 2014 to Present**

Assist students in furthering their education and helping them through the admissions process. Responsible for preforming admissions interview, collecting documents, and assisting with necessary documents for financial aid. Responsible for hitting term goals and keeping a

high intern conversion. Knowledge pertaining to over 180 undergraduate degree programs and setting students up in the correct program associated with their career goals.

**Sprint by iMobile: Assistant Manager**

**July 2012 to May 2014**

Support the Retail Store Manager in day-to-day operations, and assists with hiring, scheduling, training, marketing, loss prevention, and team leadership. Works closely with the Lead Retail Consultant to ensure individual and team goals are communicated and achieved. Responsible for delivering world-class customer service by assisting setting up phone plans, solving account problems, and assisting in technical problems.

**New England Stone Zoo: Guest Relations Associate**

**November 2009 to March 2011**

Provide fast and friendly service by actively seeking out customers to assist them. Ability to think on feet and provide solutions to real time questions and issues, Assisted customers in checking in to the zoo, signing customers up for memberships, answering questions about the animals and adhering to zoo policies and procedures.

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### **Volunteer Experience**

**Southern New Hampshire University: Co-Advisor LGBT+ LEAGUE**

**2015-Present**

**Youth Girls Lacrosse Team: Assistant Coach**

**2010 to 2011**

**Vestree Thrift Shop: Floor Organization Specialist**

**2007**

**Camp Spaulding: Counselor in Training**

**2007**

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### **Language, Computer, and General Skills**

Mastery with Microsoft Office programs

Ability to understand and speak some Spanish

Exceptional communication skills

Extremely self motivated

80+ WPM typing

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### References

Name	Affiliation	Contact Information
Michele Consentino-Renaud	Manager	(603) 819-8708
Chris Cushman	Manager	(603) 391-4600
Veleta Breese	Manager	(603) 438-4785

Morgan T Gilman

Program Aid

## **OBJECTIVE**

My career objective is to work in a field which my creative, innovative and detail oriented skills can be utilized. I am looking to further my knowledge and experience in Counseling and Recovery Support.

## **EDUCATION**

### **White Mountain Regional 2009-2014**

- Junior Reserve Officer Training Corps (2009-2013)
- Mountain View Academy Hospitality (2011-2013)
- Multitude of Community Service Awards
- Maintained emaculate attendance and excelled in many different extracurricular activities

### **White Mountain Community College**

- **Human Services Classes**
- **Hospitality Management Classes**
- **Social Services Classes**
- **Forensics**
- **Some Criminal Justice Courses**

## **EXPERIENCE**

### **Activities Coordinator, Mount Washington Hotel September 2011 – August 2013**

- Plan hotel activities
- Run Kids Club Day Care
- Hotel Events
- Private Babysitting

### **Hostess, Ninety Nine Restaurant September 2013 – August 2014**

- Create and cancel reservations
- Attend guests needs
- Take orders, serve food
- Help servers

### **Peer Support Specialist, Helping Hands Respite August 2016- December 2016**

- Support to guests in respite
- Guest intake/exit plans
- Monitoring cameras
- Handling/addressing problems

### **Program Aide, Families In Transition December 2016- Present**

- Resource to Participants
- Conflict Resolution
- Answering emergency phone calls
- Monitoring cameras
- Guest sign in/out

### **Community Work**

#### **• Ambers Place/ Hope for NH June 2016- September 2016**

- Phones
- Front Desk
- Filing
- Calling Treatment Facilities
- Tending to Clients needs
- Working with clients and families
- One on One talks with clients

### **Completed CRSW Courses**

- CCAR Recovery Coach Academy
- CCAR Ethical Considerations for Recovery Coaches
- Suicide Prevention
- Motivational Interviewing
- Faces and Voices- Recovery Ambassador
- Enhancing Ethical Decision Making when Dealing with Clients Experiencing Homelessness, Mental Health Issues, and Substance use Disorders.

**Jennifer Mellor**

**Objective**

A position in the mental health field where I can utilize proven people-oriented skills to develop and promote a positive work environment.

**Education**

Seacoast Career Schools Manchester, NH 2013

***Medical Assistant***

Londonderry High School Londonderry, NH 2012

***General Studies, GED***

Granite State College Manchester, NH Present

***Psychology***

Dean's List

**Professional Skills/Qualifications**

- Spring Charts
- Electronic Health Records Certification
- Medisoft
- EKG/ AED
- Phlebotomy
- Immunizations
- Taking Vitals
- Injections
- Clinical Procedures
- Urinalysis
- Pharmacology
- Medical Terminology
- First Aid/ CPR Certified
- Patient History & Education

**Employment History**

Families in Transition 10/15-present  
Program Support Staff

- Transport clients to and from program.
- Keep records on individual children, including daily observations.
- Read to children, and teach them simple painting, drawing, handicrafts, and songs.

Angie's Homeless Shelter, Manchester, NH 10/13-Present  
Residential Advisor

- Enforce rules and regulations to ensure the smooth and orderly operation of homeless shelter.
- Provide emergency first aid and summon medical assistance when necessary.
- Mediate interpersonal problems between residents.
- Make regular rounds to ensure that residents and areas are safe and secure.
- Observe residents to detect and report unusual behavior.
- Communicate with Case Manager and other staff to resolve problems with individual residents.

Westside Neighborhood Health Center Manchester, NH 2013

***Medical Assistant (student internship)***

- Scheduled appointments and document patient medical histories
- Obtained vital signs and assisted physician during examinations, treatments and minor office procedures.
- Prepared and administered medications.
- Assisted patients from diverse cultural backgrounds.

Megan Beard Weare, NH 2011- 2013

***Daycare Provider***

- Plan and execute activities to meet the physical, emotional, academic and social needs of the children.
- Make sure equipment and the facility are clean, well maintained and protected at all times.
- Develop activities that bring in math and literacy concepts.

# ALEXANDRA SACKETT

## PROFILE

I would like to help create a community that is supportive, collaborative, and compassionate community that generates opportunity, promotes autonomy, and inspires all members of our community to learn and grow.

## EXPERIENCE

### Program Aid- Families in Transition- April 2017- present

I am giving assistance to residents and participants. I monitor for safety concerns and create an environment that is safe, secure and enriching for the families we service.

#### SHIFT LEADER- HCRS- APRIL 2015-PRESENT

As a shift leader I work with the residential care coordinator to maintain compliance to federal, state, and licensing regulations. I worked as a team to bring cohesiveness and consistency to all three shifts. I am the point of contact on second shift for scheduling community outings, home visits, doctor visits, volunteering, school, etc. I supervise six employees and manage the schedule for any call outs or reconstruction of the schedule when necessary. I am responsible for documenting in our client system any document ion necessary for HCRS review.

#### FINANCIAL REPRESENTATIVE, GREAT-WEST RETIREMENT, WALTHAM MA JAN 2008- APRIL 2012

Covered over 100 miles in territory including city and town entities such as Quincy and Cape Cod and the Islands. I was the financial representative for the Boston Police department, the Boston Fire Department, EMS, and over 500 participants city wide. Offered Plan sponsored support to over 30 towns and cities with meetings with treasure and HR. Was available for web support and tech. Stayed attune to financial news, performances, trends, and articles. Proficient in Microsoft word, excel, power point, dragon transcription.

#### FINANCIAL REPRESENTATIVE, NORTHWESTERN MUTUAL, BOSTON MA, MARCH 2004 JAN 2008

Was the financial assistant to one of Boston brokers. Handled time sensitive personal financial information for over 500 clients. Maintained daily outlook calendar including meetings, phone conferences, and travel arrangements. Completed life, disability and annuity applications while assisting throughout the underwriting process.

#### CRISIS COUNSELOR, DEARBORN ACADEMY, ARLINGTON MA, AUG 2001- MARCH 2004

One of two on call crisis counselors for a day school. The children's ages ranged from age 6-15. There were three class rooms. The school specialized in smaller classrooms for children with learning, behavioral, social or medical needs. I attended IEP, intake meetings and private placement, completed behavioral plans for individual and classrooms, behavioral interventions, teaching problem solving skills, boundaries and social skills.

## EDUCATION

FITCHBURG UNIVERSITY- EARLY CHILDHOOD EDUCATION AND ENGLISH  
DEGREE, 2000

## SKILLS/LICENSES

Have managed and supervised up to ten direct employees. helped manage and maintain a schedule for three shifts, facilitate groups and activities, maintain required licensing and documentation, CPI, CPR, and First Aid, IPS, Mat, life accident and health, series 6, 63, CRPC certified.

## REFERRALS

Rich Wrase- Residential Coordinator - HCRS

Lysa Mosca- Care Coordinator- HCRS

Pam- Nurse-HCRS

Leah Grant HCRS



Mary Curtis  
[REDACTED]  
[REDACTED]

History

The Provider Enterprise Inc  
PO Box 172  
Fremont, NH 03044  
(603)-895-9664  
Supervisor: Lisa Dube  
Time at job: September 2003 - June 2013  
Job: Bus Driver, Monitor

STS Transportation  
963 Hanover St.  
Manchester NH 03104  
(603)-935-7808  
Supervisor: Moreen Lovering  
Time at job: August 2000 - June 2003  
Job: Bus Driver

Derry Headstart  
Hamstead Rd.  
Derry NH 03038  
(Business moved from address listed)  
Time at job: September 1984 - June 1998  
Job: Bus Driver, Group Trip Supervisor, Volunteer

Licenses

NH State Drivers License Exp. 2015, Held since 1974  
NH State SBC - Exp. 2015, Held Since 2000

*started work for Families in transition in the year of Aug 2013*

References to present

Cheryl Tremble  
603-486-8776  
Hooksett, NH  
Friend/Co- Worker  
7 years

Charleen Blackman  
603-341-0096  
Hooksett, NH  
Co-Worker  
8 years

Pam Applebee  
1(802)-249-3125  
Island Pond, VT  
Friend  
36 years

## KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Vendor Name: Families in Transition

Name of Program/Service: Enhanced Services Extension 6-30-17 to 9-30-17

BUDGET PERIOD:			
Name & Title Key Administrative Personnel	Annual Salary of Key Administrative Personnel	Percentage of Salary Paid by Contract	Total Salary Amount Paid by Contract
Stephanie Savard	\$88,265	0.00%	\$0.00
Joseph Berard	\$24,960	25.00%	\$6,240.00
Jessica Bregler	\$4,960	25.00%	\$1,240.00
Morgan Gilman	\$24,960	25.00%	\$6,240.00
Jennifer Mellor	\$12,590	25.00%	\$3,147.50
Alex Sackett	\$20,000	25.00%	\$5,000.00
Mary Curtis	\$3,400	12.50%	\$425.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)</b>			<b>\$22,292.50</b>

Key Administrative Personnel are top-level agency leadership (Executive Director, CEO, CFO, etc.). These personnel **MUST** be listed, **even if no salary is paid from the contract.** Provide their name, title, annual salary and percentage of annual salary paid from the agreement.



appointments and other behavioral health services. In addition, this amendment will allow the Vendor to provide motivational enhancement interventions, another type of Enhanced service, to residents of their housing units who are misusing substances, increasing the likelihood of these individuals entering treatment services, many of whom are women who are the primary care-givers for or working towards reunification with their children.

Motivational enhancement intervention services help individuals more accurately perceive problems in their life as they relate to their use of substances. The individuals' inability to accurately assess the problems in their life as they relate to their use, acts as a barrier to treatment and makes the client less likely to access treatment options.

These services fit into the Department's overall strategy for the treatment of substance use disorders by ensuring that various funding streams are utilized in the most efficient way possible to reach as many people with substance use disorders as possible. In addition, by increasing the likelihood that individuals will enter substance use disorders treatment, these services may help reduce collateral costs of substance misuse in areas such as healthcare, criminal justice, and utilization of public support programs.

The Department supports this request because expanding motivational enhancement services to residents of living in low income housing will increase the chances of these individuals entering treatment and achieving recovery; thereby increasing the client's health and well-being and reducing the medical, legal, social, and other costs to the community and state associated with on-going substance misuse.

This Contractor was selected through a competitive bid process.

Should the Governor and Executive Council determine to not authorize this Request, the cost effectiveness of this funding would be reduced and individuals in need of services would not receive these services.

Area served: Statewide.

Source of Funds: 75% Federal Funds from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, CFDA #93.959, Federal Award Identification Number TI010035-15, and 25% General Funds.

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Katja S. Fox  
Director

Approved by:



Jeffery A. Meyers  
Commissioner



**State of New Hampshire  
 Department of Health and Human Services  
 Amendment #2 to the Substance Use Disorder Treatment and Recovery Support Services  
 Contract**

This second Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment 2") dated August 9, 2016 is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Families in Transition (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 122 Market Street, Manchester, NH 03101.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on March 23, 2016 (Item #6) (hereinafter referred to as "Contract"), and amended by an agreement (Amendment #1 to the Contract) approved on June 29, 2016 (Item #25), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified;

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract;

WHEREAS, pursuant to the Agreement (section 18 of the General Provisions of the Form P-37), the Agreement may be amended only by written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the State and the Contractor agree to increase the maximum dollar amount allocated for Enhanced Services, within the price limitation; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties agree as follows:

1. Except as specifically amended and modified by the terms and conditions in this Amendment #2, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.
2. Delete Enhanced Services in Exhibit B-1 Amendment #1 Service and Fee Table as follows

Service	Contract Rate (Maximum Allowed Charge)	Unit	Service Limit
Enhanced Services	Cost Reimbursement	Cost Reimbursement	Up to \$72,115, and according to Section 6 of Exhibit B. This amount is inclusive of the amount in the Box 1.8 of the P-37.



And replace with the following:

Service	Contract Rate (Maximum Allowed Charge)	Unit	Service Limit
Enhanced Services	Cost Reimbursement	Cost Reimbursement	Up to \$222,115 and according to Section 6 of Exhibit B. This amount is inclusive of the amount in the Box 1.8 of the P-37.

*The remainder of the page left intentionally blank.*

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services



This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

8/24/16  
Date

[Signature]  
Katja S. Fox  
Director

Families in Transition

Aug 12-16  
Date

[Signature]  
NAME Maureen Beauregard  
TITLE President

Acknowledgement:

State of NH, County of Hillsborough on Aug 12, 2016, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

[Signature]  
Name and Title of Notary or Justice of the Peace

RUTH A. SYREK, Notary Public  
My Commission Expires October 16, 2018

Ruth Syrek, Admin Asst.


New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

9/7/16  
Date

  
Name: Brian Burman  
Title: AAG

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:





**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**DIVISION OF BEHAVIORAL HEALTH**

*25 mac*

*G+c 6/29/16*

Jeffrey A. Meyers  
Commissioner

Katja S. Fox  
Director

129 PLEASANT STREET, CONCORD, NH 03301  
 603-271-9422 1-800-852-3345 Ext. 9422  
 Fax: 603-271-8431 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

June 16, 2016

Her Excellency, Governor Margaret Wood Hassan  
 and the Honorable Council  
 State House  
 Concord, New Hampshire 03301

**REQUESTED ACTION**

1. Authorize the Department of Health and Human Services, Bureau of Drug and Alcohol Services, to enter into amendments to existing Agreements with the Vendors listed below, except for Tri-County Community Action Program, Inc., to increase the service rates. The service rates' increase will raise compensation for direct services staff and modify supervision requirements, effective upon the date of Governor and Executive Council approval.
2. Authorize the Department of Health and Human Services, Bureau of Drug and Alcohol Services, to enter into an Amendment with South Eastern New Hampshire Alcohol and Drug Abuse Services, 272 County Farm Road, Dover, NH, 03820, to expand the types of substance use disorder treatment services being offered to clients by adding partial hospitalization services, transitional living services, and withdrawal management services, effective upon the date of Governor and Executive Council approval.

There are no changes to the Agreements' combined price limitation of \$12, 032,600 and no changes to the completion dates of June 30, 2017. The original contracts were approved by Governor and Executive Council on March 23, 2016 (Item #6), except for contract with Goodwin Community Health which was approved on June 1, 2016 (Item #12). An amendment for Tri-County Community Action was approved by Governor and Executive Council on June 15, 2016 (Late Item #A1). The sources of funds for these actions are as follows: 64.5% Federal, 21.5% General, and 14% Other Funds.

Summary of Contract Vendors by Amounts:

Vendor	Current Budgeted Amount	Increase /Decrease Amount	Revised Budget Amount
Concord Hospital, Inc. Concord	\$72,700	\$0	\$72,700
Families First of the Greater Seacoast, Portsmouth	\$35,900	\$0	\$35,900
Families in Transition, Manchester	\$357,600	\$0	\$357,600
Goodwin Community Health	\$489,500	\$0	\$489,500
Grafton County Department of Corrections, North Haverhill	\$95,300	\$0	\$95,300
Greater Nashua Council on Alcoholism, Inc., Nashua	\$3,734,500	\$0	\$3,734,500
HALO Educational Systems, Canaan	\$678,400	\$0	\$678,400
Headrest, Inc., Lebanon	\$453,700	\$0	\$453,700
Horizons Counseling Center, Inc., Gilford	\$239,900	\$0	\$239,900
Manchester Alcoholism Rehabilitation Center, Manchester	\$643,300	\$0	\$643,300
National Council on Alcoholism and Drug Dependency/Greater Manchester, Manchester	\$1,715,000	\$0	\$1,715,000
Phoenix Houses of New England, Providence Rhode	\$1,497,600	\$0	\$1,497,600

Vendor	Current Budgeted Amount	Increase /Decrease Amount	Revised Budget Amount
Island			
South Eastern New Hampshire Alcohol and Drug Abuse Services, Dover	\$1,455,800	\$0	\$1,455,800
Tri-County Community Action Program, Inc. Berlin	\$460,000	\$0	\$460,400
The Youth Council, Nashua	\$103,000	\$0	\$103,000
<b>Total</b>	<b>\$12,032,600</b>	<b>\$0</b>	<b>\$12,032,600</b>

Funds to support this request are available in State Fiscal Years 2016 and 2017 in the following accounts, with the authority to adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, without approval of the Governor and Executive Council.

**Please see attached financial details.**

**EXPLANATION**

The attached amendments represent the final fourteen (14) of a total of fifteen (15) amendments with a total combined price limitation of \$12,032,600. On June 15, 2016 (Late Item #A1), Governor and Executive Council approved an amendment with Tri-County Community Action Program, Inc. to allow the Contractor to be reimbursed for services at increased rates, to modify the personnel supervision, and to provide planning activities for new construction or renovations for residential substance use disorder treatment services.

The current substance use disorders treatment workforce in New Hampshire is inadequate to meet the needs of individuals, families and communities across the state. Many factors contribute to this workforce shortage; two factors are low compensation and an insufficient pool of qualified supervisors.

Approval of these fourteen (14) Amendments will allow the Contractors to be reimbursed for services at increased rates and modify the personnel supervision requirements. The higher rates will increase the compensation for direct service staff providing substance use disorder treatment and recovery support services to clients. In addition, these Amendments allow the Contractor's qualified supervisors to provide clinical supervision to a larger number of clinicians to better leverage the available pool of qualified supervisors.

Approval of South Eastern New Hampshire Services' Amendment will allow the Contractor to expand the array of substance use disorder treatment services available in the greater Dover area. The Contractor will add partial hospitalization services, transitional living services, and withdrawal management to their scope of services. Historically, this array has been somewhat limited; however, changes within the organization have led to a request to expand the available service array to include services that are critically needed in the area.

The Department is not seeking an increase to the price limitations to these Agreements because the Contractors have been billing other public and private insurance sources as more and more New Hampshire citizens have health insurance that covers these services. The Contractors' seek reimbursement from the Department for only those services that are not covered by any public or private insurance. Not increasing the price limitation allows the Department to utilize available funding for other types of services such as substance misuse prevention, early intervention and recovery support services. The Department will monitor the utilization and spending of the Contractors. If needed, the Department will submit future amendments to increase the Agreements' price limitations to ensure services are available to citizens of New Hampshire.

These amendments are part of the Department's overall strategy to respond to the opioid epidemic that continues to negatively impact New Hampshire's individuals, families, and communities as well as to respond to other types of substance use disorders. In 2014 there were 326 drug overdose

deaths in New Hampshire, in 2015 there were 431. This number is expected to increase as cases are still pending analysis.

These contractors were selected through a competitive bid process.

The Department will monitor the performance of the Vendors by reviewing monthly reports such as the number of clients admitted to and discharged from the substance use disorder treatment programs and post-discharge follow up, quarterly usage of the number of clients and services being provided by the Contractors, completing site visits, and reviewing client records. In addition, the Department is piloting a Quality Monitoring and Improvement Plan to manage the performance of these contracts.

The Contract for Greater Nashua Council on Alcoholism, Inc. includes language in Exhibit B, Paragraph 8.4 that allows the Department to amend the contract by adjusting amounts between budget line items for statewide Crisis Services, within the price limitation, upon written agreement of both parties without Governor and Executive Council approval, if needed and justified.

The attached Contracts include language that reserves the right to renew each contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of contracted services and Governor and Executive Council approval.

Should the Governor and Executive Council determine to not authorize this Request; the additional critical components in the Department's workforce development to provide substance use disorder services would not be addressed, which could result in exacerbating workforce attrition and shortages.

Area served: Statewide.

Source of Funds: 64.50% Federal Funds from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, CFDA #93.959, Federal Award Identification Number TI010035-15, and 21.5% General Funds, and 14% Other Funds from the Governor's Commission on Alcohol and Other Drug Abuse Prevention, Intervention and Treatment.

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Katja S. Fox  
Director

Approved by:



Jeffery A. Meyers  
Commissioner



---

**State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to the Substance Use Disorder Treatment and Recovery Support Services  
Contract**

This first Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment 1") dated May 25, 2016, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Families in Transition (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 122 Market Street, Manchester, NH 03101.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on March 23, 2016 (Item #6) (hereinafter referred to as "Contract"), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified;

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract;

WHEREAS, pursuant to the Agreement (section 18 of the General Provisions of the Form P-37), the Agreement may be amended only by written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the State and the Contractor agree to increase the service rates, within the price limitation; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties agree as follows:

1. Except as specifically amended and modified by the terms and conditions in this Amendment #1, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.
2. Replace Exhibit A Scope of Services, Section 18.1 through 18.1.3.3 as follows:
  - 18.1. The Contractor shall meet the minimum staffing requirements as follows:
    - 18.1.1. Provide at least one:
      - 18.1.1.1. Masters Licensed Alcohol and Drug Counselor (MLADC); and/or
      - 18.1.1.2. Licensed Alcohol and Drug Counselor (LADC) who also holds the Licensed Clinical Supervisor (LCS) credential;
    - 18.1.2. Agrees that all unlicensed staff providing treatment, education and/or recovery support services shall be under the direct supervision of:
      - 18.1.2.1. An MLADC; or
      - 18.1.2.2. A LADC with the LCS (Licensed Clinical Supervisor) credential; and



- 18.1.2.3. Agrees that MLADC, or LADC with the LCS, shall supervise a maximum of eight unlicensed staff unless the Department has approved an alternative supervision plan submitted by the Contractor.
- 18.1.3. Agrees that at least one Certified Recovery Support Worker (CRSW) for every 50 clients or portion thereof.
3. Add to Exhibit A Scope of Services, Section 18.11 as follows
- 18.11. The Contractor agrees to the following:
- 18.11.1. The new rates in Exhibit B-1 Amendment #1.
- 18.11.2. The rate increase to the new rates to the fee for services is to support increase in staff wages to recruit and retain staff who provide direct substance use disorder treatment and recovery support services to clients in this Agreement;
- 18.11.3. To utilize the amount of increase to increase the wages for direct services staff compensation including base compensation for any open positions;
- 18.11.4. Notwithstanding Section 18.11.2, agrees to demonstrate to the Department, in the event the Contractor has business policies or other reasons that would prevent the Contractor for using all the increase for wage increases, that at least ten (10%) of the increase was used for wage increases to staff salaries and to provide to the Department the explanation that prevented the Contractor from using the full amount of the increase to increase wages;
- 18.11.4.1. Agrees to submit a plan for Department approval to use the amount of increase not used for wage increases in Section 18.11.3. portion of the increases for other than wage increases in the event of Section 18.11.3;
- 18.11.5. That direct services staff is defined as any individual employed by the Contractor for whom at least fifty (50) percent of the hours the individual works for the Contractor are spent delivering clinical and/or recovery support services directly to client of the provider.
4. Add to Exhibit B Method and Conditions Precedent to Payment, Section 5.6 as follows:
- 5.6 To the extent possible, the Contractor shall bill for services provided under this contract through WITS. For any services that are unable to be billed through WITS, the vendor shall work with the Department to develop an alternative process for submitting invoices.
5. Delete Exhibit B-1 Service and Fee Table, and replace with Exhibit B-1 Amendment #1 Service and Fee Table.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services



This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

6/15/16  
Date

[Signature]  
Katja S. Fox  
Director

Families in Transition

6-14-16  
Date

[Signature]  
NAME Maureen Beauregard  
TITLE President

Acknowledgement:

State of NH, County of Hillsborough on 6/14/16, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

[Signature]  
Name and Title of Notary or Justice of the Peace

Ruth Syrek, Admin Asst. , Notary Public

RUTH A. SYREK, Notary Public  
My Commission Expires October 16, 2018

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6/15/14  
Date

Name: Megan A. ...  
Title: Attorney General

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:



Exhibit B-1 Amendment #1

**Service and Fee Table**

1. The Contractor shall be reimbursed for the Services and up to the Contract Rates in Table A below.
  - a. The Contract Rates in the Table A are the maximum allowed charged used in the Methods for Charging for Services under this Contract in Exhibit B, Section 4.

**Table A**

Service	Contract Rate (Maximum Allowed Charge)	Unit	Service Limit
Clinical Evaluation	\$275.00	Per evaluation	1 evaluation per 90 days, per client
Individual Outpatient	\$22.00	15 min	\$200 of combined individual & group per week, per client
Group Outpatient	\$6.60	15 min	
Intensive Outpatient	\$104.00	Per day and only on those days when the client attends individual and/or group counseling associated with the program.	4 days per week (\$380), per client
Continuous Recovery Monitoring - Attempted	\$16.50	Per 3 attempted contacts over the course of at least 1 week	\$60 of combined attempted and completed per month for the first 12 months post discharge, per client
Continuous Recovery Monitoring - Completed	\$16.50	Per 1 completed contact	
Individual Recovery Support Services (Non-Clinical)	\$16.50	15 min	\$160 per week
Enhanced Services	Cost Reimbursement	Cost Reimbursement	Up to \$72,115, and according to Section 6 of Exhibit B. This amount is inclusive of the amount in the Box 1.8 of the P-37.





STATE OF NEW HAMPSHIRE  
 DEPARTMENT OF HEALTH AND HUMAN SERVICES  
 OFFICE OF MEDICAID BUSINESS AND POLICY

129 PLEASANT STREET, CONCORD, NH 03301-3857  
 603-271-9422 1-800-852-3345 Ext. 9422  
 Fax: 603-271-8431 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

Jeffery A. Meyers  
 Commissioner

Kathleen A. Dunn  
 Associate Commissioner  
 Medicaid Director

6 mac

3/23/16 #6

March 7, 2016

Her Excellency, Governor Margaret Wood Hassan  
 and the Honorable Council  
 State House  
 Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Bureau of Drug and Alcohol Services, to enter into Agreements with multiple Vendors, listed below, to provide substance use disorder treatment and recovery support services statewide, in an amount not to exceed \$11,451,100, effective April 1, 2016 through June 30, 2017, upon approval by Governor and Executive Council. 56.1% Federal, 29.4% General, and 14.5% Other Funds.

Summary of contracted amounts by Vendor:

Vendor	Budgeted Amount
Concord Hospital, Inc. Concord	\$72,700
Families First of the Greater Seacoast, Portsmouth	\$35,900
Families in Transition, Manchester	\$357,600
Grafton County Department of Corrections, North Haverhill	\$95,300
Greater Nashua Council on Alcoholism, Inc., Nashua	\$3,734,500
HALO Educational Systems, Canaan	\$678,400
Headrest, Inc., Lebanon	\$453,700
Horizons Counseling Center, Inc., Gilford	\$239,900
Manchester Alcoholism Rehabilitation Center, Manchester	\$643,300

<b>Vendor</b>	<b>Budgeted Amount</b>
National Council on Alcoholism and Drug Dependency/Greater Manchester, Manchester	\$1,715,000
Phoenix Houses of New England, Providence Rhode Island	\$1,497,600
South Eastern New Hampshire Alcohol and Drug Abuse Services, Dover	\$1,455,800
Tri-County Community Action Program, Inc., Berlin	\$368,400
The Youth Council, Nashua	\$103,000
<b>Total</b>	<b>\$11,451,100</b>

Funds to support this request are available in State Fiscal Years 2016 and 2017 in the following accounts, with the authority to adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, without approval of the Governor and Executive Council.

Please see Attachment A for fiscal details.

#### **EXPLANATION**

The attached agreements represent fourteen (14) of a total fifteen (15) agreements with a combined price limitation of \$11,451,100 of a total \$11,940,600 that will allow the Contractors listed to provide an array of Substance Use Disorder Treatment and Recovery Support Services statewide to children and adults with substance use disorders, who have income below 400% the Federal Poverty level and are residents of New Hampshire or are homeless in New Hampshire. (See attached Summary of Contracted Services by Vendor). Substance use disorders occur when the use of alcohol and/or drugs causes clinically and functionally significant impairment, such as health problems, disability, and failure to meet major responsibilities at work, school, or home. The existence of a substance use disorder is determined using a clinical evaluations based on Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition criteria. The final contract will be presented to the Governor and Executive Council at an upcoming meeting.

These Agreements are part of the Department's overall strategy to respond to the opioid epidemic that continues to negatively impact New Hampshire's individuals, families, and communities as well as to respond to other types of substance use disorders. In 2014 there were 325 drug overdose deaths in New Hampshire with the death toll for 2015 at 385 as of January 8, 2016; however, the 2015 statistics are expected to increase as cases are still pending analysis.

The Department published a Request for Proposals for Substance Use Disorder Treatment and Recovery Support Services (RFP #16-DHHS-DCBCS-BDAS-03) on the Department of Health and Humans Services website November 3, 2015 to December 15, 2015. The Department received fifteen proposals. These proposals were reviewed and scored by a team of individuals with program specific knowledge. The Department selected all the Vendors to provide these services (See attached Summary Score Sheet).

Some of the Vendors' proposals scored lower than anticipated; however, it was determined that losing substance use disorder treatment and recovery support services in the midst of an Opioid Crisis would be detrimental to the individuals, families, and communities of New Hampshire. In order to ensure effective delivery of services, the Department has strengthened language in the Vendors' contracts.

The Contract includes language to assist pregnant and parenting women by providing interim services if they are on a waitlist, to ensure clients have faster access to services by maintaining and monitoring a waitlist on an agency and statewide level, to ensure clients contribute to the cost of services by assessing client income at intake and on a monthly basis, and to ensure care coordination for the clients by assisting them with accessing services or working with a client's existing provider for physical health, behavioral health, medication assisted treatment and peer recovery support services.

The Department will monitor the performance of the Vendors by monitoring monthly reports, quarterly utilization, completing site visits, and reviewing client records. In addition, the Department is developing a Quality Monitoring and Improvement Plan to manage the performance of these contracts.

The attached Contracts include language that reserves the right to renew each contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of contracted services and Governor and Executive Council approval.

The Contract for Greater Nashua Council on Alcoholism, Inc. includes language in Exhibit B, Paragraph 8.4 that allows the Department to amend the contract by adjusting amounts between budget line items for statewide Crisis Services, within the price limitation, upon written agreement of both parties without Governor and Executive Council approval, if needed and justified.

The Contract for National Council on Alcoholism and Drug Dependency/Greater Manchester includes language in Exhibit A, Section 25, for the use of the Tirrell House, a State owned building, for residential substance use disorder treatment services for up to 14 individuals. The Contract includes up to \$286,000 for repairs/replacement of the fire alarm system, fire suppression system, upgrade the kitchen, and other miscellaneous repairs as required by the joint inspection of the State of New Hampshire Fire Marshall, City of Manchester, and the Department's Health Facilities Administration.

Should the Governor and Executive Council determine to not authorize this Request, the Contractors would not have sufficient resources to promote and provide the array of services necessary to provide individuals with substance use disorders the necessary tools to achieve, enhance and sustain recovery. In addition, failure to obligate the federal funds in the Substance Abuse Prevention and Treatment Block Grant to community based programs to provide alcohol and other drug treatment services could result in the loss of Federal Block Grant funds made available for these services.

Area served: Statewide.

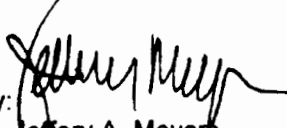
Source of Funds: 56.1% Federal Funds from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, CFDA #93.959, Federal Award Identification Number TI010035-14, and 29.4% General Funds and 14.5% Other Funds from the Governor's Commission on Alcohol and Other Drug Abuse Prevention, Intervention and Treatment.

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

  
Kathleen A. Dunn  
Associate Commissioner

  
David Clapp  
Facilities

Approved by:   
Jeffery A. Meyers  
Commissioner

Summary of Contracted Services by Vendor

Substance Use Disorder Treatment Services and Recovery Support Services:	Individual Outpatient	Group Outpatient	Intensive Outpatient	Partial Hospitalization	Transitional Living	Low-Intensity Residential	High-Intensity Residential	High-Intensity Residential for Pregnant and Parenting Women	Ambulatory WM w/ Extended On-Site Monitoring (ASMI Level 1/WM)	Medically Monitored Inpatient Withdrawal Management (ASAM Level 3.7 WM)	Medication Assisted Treatment	Continuous Recovery Monitoring	Enhanced Recovery Support Services	Individual Recovery Support Services (non-clinical)	Group Recovery Support Services (non-clinical)	Statewide Crisis	Crisis services to agency's own clients
Vendors:																	
Concord Hospital, Inc.	X	X	X									X		X			X
Families First of the Greater Seacoast:	X										X	X	X	X	X		X
Families In Transition	X	X	X								X	X	X	X	X		X
Goodwin Community Health	X	X	X								X	X	X	X	X		X
Grain County DOC	X	X	X								X	X	X	X	X		X
Greater Nashua Council on Alcoholism, Inc.	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
HALO Educational Systems	X	X	X								X	X	X	X	X		X
Headrest, Inc.	X	X	X								X	X	X	X	X		X
Horizons Counseling Center, Inc.	X	X	X								X	X	X	X	X		X
Manchester Alcoholism Rehabilitation Center (subsidiary of Easter Seals New Hampshire Inc.) - Total	X	X	X	X	X	X	X			X				X	X		X
National Council on Alcoholism and Drug Dependency/Greater Manchester	X	X	X	X	X	X	X		X					X	X		X
Phoenix Houses of New England - Total	X	X	X								X	X	X	X	X		X
South Eastern New Hampshire Alcohol and Drug Abuse Services	X	X	X	X	X	X	X		X					X	X		X
Tri-County Community Action Program, Inc.	X	X	X								X	X	X	X	X		X
The Youth Council	X	X	X								X	X	X	X	X		X

An "X" indicates that the Vendor will provide the corresponding contracted service



New Hampshire Department of Health and Human Services  
Office of Business Operations  
Contracts & Procurement Unit  
Summary Score Sheet

Substance Use Disorder Treatment  
and Recovery Support Services

RFP Name

(RFP) #16-DHHS-DCBCS-BDAS-03

RFP Number

Reviewer Names

Bidder Name	Maximum Points	Actual Points
1. <u>Concord Hospital, Inc.</u>	945	687
2. <u>Families First of the Greater Seacoast</u>	945	715
3. <u>Families In Transition</u>	945	751
4. <u>Goodwin Community Health</u>	945	587
5. <u>Grafton County</u>	945	492
6. <u>Greater Nashua Council on Alcoholism, Inc.</u>	945	820
7. <u>HALO Educational Systems</u>	945	460
8. <u>Headrest, Inc.</u>	945	390
9. <u>Horizons Counseling Center, Inc.</u>	945	717
10. <u>Manchester Alcoholism Rehabilitation Center (subsidiary of Easter Seals New Hampshire Inc.)</u>	945	661
11. <u>National Council on Alcoholism and Drug Dependency/Greater Manchester</u>	945	684
12. <u>Phoenix Houses of New England</u>	945	626
13. <u>South Eastern New Hampshire Alcohol and Drug Abuse Services</u>	945	562
14. <u>Tri-County Community Action Program, Inc.</u>	945	570
15. <u>The Youth Council</u>	945	515

- Jaime Powers, BDAS Clinical
1. Services Unit Administrator  
Linda Parker, BDAS Program
  2. Specialist IV  
Paul Kiernan, BDAS Program
  3. Specialist IV  
Michele Hartan, DHHS Director of  
Mental Health Services
  4. Mental Health Services  
Rhonda Siegel, DPHS,
  5. Administrator II  
Donna Ferland, NH Hospital
  6. Administrator III / Financial Mngr  
P. J. Nadeau, DHHS Financial
  7. Manager
  8. Ann Driscoll, Administrator

Subject: Substance Use Disorder Treatment and Recovery Support Services (16-DHHS-DCBCS-BDAS-03-SUBST-03)

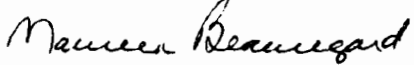
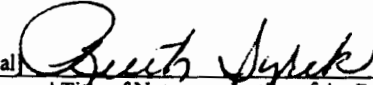
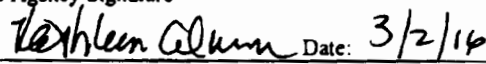
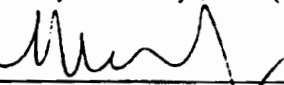
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Families in Transition		1.4 Contractor Address 122 Market Street Manchester, NH 03101	
1.5 Contractor Phone Number 603 641-9441 x 222	1.6 Account Number 05-95-49-491510-29900000-102-500734	1.7 Completion Date June 30, 2017	1.8 Price Limitation \$357,600.
1.9 Contracting Officer for State Agency Eric Borrin, Director		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Maureen Beauregard, President	
1.13 Acknowledgement: State of NH, County of Hillsborough On 2/26/2016, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace <div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;">                       [Seal]                 </div> <div style="text-align: right;">                     RUTH A. SYREK, Notary Public                      My Commission Expires October 16, 2018                 </div> </div>			
1.13.2 Name and Title of Notary or Justice of the Peace Ruth Syrek, Admin Assistant, Notary Public			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Date: 3/2/16	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 3/16/16			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

**2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this



Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

## 8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

## 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. **TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. **ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. **INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

## 14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.



Exhibit A

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**Scope of Services**

**1. Provisions Applicable to All Services**

- 1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

**2. Definitions**

- 2.1. Adolescents: Adolescents are individuals under the age of 18.
- 2.2. American Society of Addiction Medicine (ASAM): ASAM is a professional society representing over 3,500 physicians, clinicians and associated professionals in the field of addiction medicine. ASAM is dedicated to increasing access and improving the quality of addiction treatment, educating physicians and the public, supporting research and prevention, and promoting the appropriate role of physicians in the care of patients with addiction. More information can be found at: <http://www.asam.org/>
- 2.3. American Society of Addiction Medicine Criteria: ASAM's criteria, formerly known as the ASAM patient placement criteria, is the result of a collaboration that began in the 1980s to define one national set of criteria for providing outcome-orientated and results-based care in the treatment of addiction. Today the criteria have become the most widely used and comprehensive set of guidelines for placement, continued stay and transfer/discharge of patients with addiction and co-occurring conditions. ASAM's criteria are required in over 30 states. More information can be found at: <http://www.asam.org/publications/the-asam-criteria>
- 2.4. Charitable Choice: Charitable Choice is Public Law 102-321, 102d Congress and amended in 1992 and again in 2000 (Children's Health Services Act). Charitable Choice is a federal legislative provision designed to remove barriers to faith-based organizations receiving certain Federal funds. States may allocate Block Grant funds to faith-based treatment and recovery support services programs that maintain their religious character and hire people of their same faith, who also meet state requirements for licensing or certification of substance abuse treatment and recovery support services programs and staff. The Charitable Choice final rules were published in the Federal Register on September 30, 2003.
- 2.5. Clinical Evaluation: A Clinical Evaluation is a biopsychosocial evaluation completed in accordance with Technical Assistance Publication (TAP) 21: Addiction Counseling Competencies, available at <http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171>.



**Exhibit A**

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- 2.6. Days: Days in this Exhibit A and Exhibit B refers to calendar days, unless otherwise noted.
- 2.7. Evidence-Based Practice: Evidence-Based Practice is applying the best available research results (evidence) when making decisions about health care. Health care professionals who perform evidence-based practice use research evidence along with clinical expertise and patient preferences. Systematic reviews (summaries of health care research results) provide information that aids in the process of evidence-based practice.
- 2.7.1. The service shall be included as an evidence-based mental health and substance abuse intervention on the SAMHSA National Registry of Evidence-Based Programs and Practices (NREPP), <http://www.nrepp.samhsa.gov/ViewAll.aspx>
- 2.7.1.1. The service shall be included as an evidence-based mental health and substance abuse intervention on the SAMHSA National Registry of Evidence-Based Programs and Practices (NREPP), <http://www.nrepp.samhsa.gov/ViewAll.aspx>
- 2.7.1.2. The services shall be published in a peer-reviewed journal and found to have positive effects; or
- 2.7.1.3. The SUD treatment service provider shall be able to document the services' effectiveness based on the following:
1. The service is based on a theoretical perspective that has validated research; or
  2. The service is supported by a documented body of knowledge generated from similar or related services that indicate effectiveness;
- 2.8. Homeless: Homeless is (1) an individual or family who lacks a fixed, regular, and adequate nighttime residence; or (2) an individual or family who has a primary nighttime residence that is a supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels and congregate shelters), an institution other than a penal facility that provides temporary residence for individuals intended to be institutionalized, or a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.
- 2.9. Level of Care: Level of care refers to the intensity of treatment defined by the American Society of Addiction Medicine (ASAM) October 2013.
- 2.10. New Hampshire Resident: A New Hampshire resident is defined as a person residing in New Hampshire regardless of how long they have resided in New Hampshire or whether or not they have a fixed or permanent address.
- 2.11. Resiliency and Recovery Oriented Systems of Care (RROSC): RROSC are networks



**Exhibit A**

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of organizations, agencies, and community members that coordinate a wide spectrum of services to prevent, intervene in, and treat substance use problems and disorders. RROSCs support person-centered and self-directed approaches to care that build on the strengths and resilience of individuals, families, and communities to take responsibility for their sustained health, wellness, and recovery from alcohol and drug problems. In New Hampshire, this is operationalized by the Continuum of Care model.

- 2.12. Screening Positive for Substance Use Disorder: Screening positive for a Substance Use Disorder means that the individual is likely to meet the Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM 5) criteria for a Substance Use Disorder. If the client screens probable, a clinical evaluation will be required to determine if the client does in fact meet DSM 5 criteria for a Substance Use Disorder.
- 2.13. Substance Abuse Prevention and Treatment (SAPT) Block Grant: SAPT Block Grant was originally established by Public Law 97-35 (PL 97-35), creating the Alcohol, Drug Abuse and Mental Health Services Block Grant (later the Substance Abuse Prevention and Treatment Block Grant, and now the Behavioral Health Assessment and Plan), which became effective on October 1, 1992 for the purpose of carrying out and evaluating activities to prevent and treat substance abuse and dependence.
- 2.14. Substance use disorders occur when the use of alcohol and/or drugs causes clinically and functionally significant impairment, such as health problems, disability, and failure to meet major responsibilities at work, school, or home. The existence of a substance use disorder is determined using Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM 5) criteria.
- 2.15. Web Information Technology System (WITS): WITS is a secure, 24/7 accessible web-based information technology system for the purpose of storing client demographic information. All BDAS contracted providers use WITS to report on the National Outcome Measures (NOMs) established by the SAMHSA, as required in the Federal Substance Abuse Prevention and Treatment Block Grant.

**3. Covered Populations**

- 3.1. The Contractor shall provide services in this Contract to the population, in Section 3.2 who:
  - 3.1.1. Have a substance use disorder; and
  - 3.1.2. Have income below 400% Federal Poverty Level; and
  - 3.1.3. Are Residents of New Hampshire; or
  - 3.1.4. Are homeless in New Hampshire.



Exhibit A

- 3.2. The Contractor agrees to provide services in this Contract with a focus on pregnant women and women with dependent children populations that includes, but not limited to:
- 3.2.1. Adolescents;
  - 3.2.2. Adults
  - 3.2.3. Pregnant women;
  - 3.2.4. Women with dependent children;
  - 3.2.5. Injection drug users;
  - 3.2.6. Individuals with co-occurring substance use and mental health disorders;
  - 3.2.7. Veterans; and/or
  - 3.2.8. Individuals who are involved with the criminal justice system.
- 3.3. The Contractor shall provide services in this Contract separately for adolescents and adults unless approved by the Department.

**4. Substance Use Disorder Treatment Services**

- 4.1. The Contractor is required to provide to eligible individuals the following substance use disorder treatment services:
- 4.1.1. Outpatient Treatment as defined as American Society of Additional (ASAM) Criteria, Level 1. Outpatient Treatment services assist an individual or group of individuals to achieve treatment objectives through the exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.
  - 4.1.2. Intensive Outpatient Treatment as defined as ASAM Criteria, Level 2.1. Intensive Outpatient Treatment services provide intensive and structured individual and group alcohol and/or other drug treatment services and activities that are provided according to an individualized treatment plan that includes a range of outpatient treatment services and other ancillary alcohol and/or other drug services. Services for adults are provided at least 3 hours a day and at least 3 days a week. Services for adolescents are provided at least 2 hours a day and at least 3 days a week.
- 4.2. The Contractor shall submit for Department approval, within 30 days from the contract effective date, a list of the service components that comprise the substance use disorder treatment services including the frequency of those components for all services described above in Section 4.1, except for Outpatient Treatment Section 4.1.1.
- 4.3. The Contractor shall submit for Department approval, within 30 days from the contract effective date, the evidenced based practices to be used for all services in Section 4.1.
- 4.4. The Contractor shall submit for Department approval, changes to service components



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in Section 4.2 and to evidence-based practices in Section 4.3, within 30 days prior to making the changes effective.

## 5. Crisis Services to Existing Clients or their Significant Others

5.1. The Contractor shall provide Crisis Services to existing clients or their significant others as follows:

5.1.1. Provide Crisis Services, 24 hours per day, 7 days a week either in person or by telephone that:

5.1.1.1. Assist individuals in addressing a current crisis related to their substance use disorder or the substance use disorder of a significant other;

5.1.1.2. Provide counseling services to assist with client stabilization, assessment of client's psychological stability and risk for harming themselves or others and appropriate referral based on this assessment; and

5.1.1.3. Refer clients to appropriate treatment and other resources in the client's service area.

5.1.1.4. If a request for crisis services comes from an individual who is not a current client, that individual may be referred to the statewide crisis services provider.

5.1.2. Provide encounter notes in the client's health record.

5.1.3. Provide sufficient staffing to provide Crisis Services as described above at least during normal business hours defined as 8 am to 5 pm, Monday through Friday.

5.1.4. May refer clients to the Statewide Crisis Services hotline, after normal business hours.

5.2. The Contractor agrees that Crisis Services shall be considered individual outpatient services when the Crisis Service provided has the specific purpose of treating the individual's substance use disorder.

5.3. The Contractor agrees that Crisis Services shall be considered individual recovery support services (non-clinical) when the Crisis service provided has the purpose of reducing or removing a barrier to the client achieving or maintaining recovery without directly treating the substance use disorder.

## 6. Recovery Support Services

6.1. The Contractor shall provide Recovery Support Services such as:

6.1.1. Enhanced services remove barriers to a client's participation in treatment or recovery or reduce or remove threats to a client's maintaining participation in treatment and/or recovery such as transportation or child care.



Exhibit A

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- 6.1.1.1. Enhanced services include only direct services to the client such as providing transportation to treatment appointments or providing childcare while a client attends a treatment appointment.
- 6.1.1.2. Enhanced services do not include indirect costs such as marketing, staff training, or staff travel unless such expenses can be shown to be required in order to provide the enhanced service.
- 6.1.1.3. Submitting for Department approval, within 30 days from the contract effective date, a list and a description of the direct services that will be provided under Enhanced Services.
  
- 6.1.2. Non-clinical services such as but not limited to parenting, job search, financial management, skills development, and paraprofessional counseling services by:
  - 6.2.1.1. A Certified Recovery Support Worker (CRSW) under the supervision of a Masters Licensed Alcohol and Drug Counselor (MLADC); or
  - 6.2.1.2. A Certified Recovery Support Worker (CRSW) under the supervision of a Licensed Alcohol and Drug Counselor (LADC) with a Licensed Clinical Supervisor (LCS); or
  - 6.2.1.3. A MLADC or LADC
  - 6.2.1.4. Submitting for Department approval, within 30 days from the contract effective date, the name and description of the activities/services to provide non-clinical services.

## 7. Enrolling Clients for Services

- 7.1. The Contractor shall complete Intake Screenings and ASAM Level of Care Assessments, as follows:
  - 7.1.1. Have direct contact (face to face communication by meeting in person, or electronically, or by telephone conversation) with an individual within two (2) business days from the date that individual (defined as a non-client, existing client, other provider, or any other person or entity) contacts the Contractor for Substance Use Disorder Treatment and Recovery Support Services.
  - 7.1.2. Complete an initial Intake Screening within two (2) business days from the date of the first direct contact with the individual, using the eligibility module in Web Information Technology System (WITS) to determine probability of being eligible for services under this contract and for probability of having a substance use disorder.
  - 7.1.3. Assess clients' income prior to admission using the WITS fee determination model and assure that clients' income information is updated as needed over the course of treatment by asking clients about any changes in income no less frequently than every 4 weeks.





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- 7.1.4. Complete an ASAM Level of Care Assessment for all services in Section 4, within two (2) days of the initial Intake Screening in (Section 7.1.2) using the ASI Lite module, in WITS or in another electronic medical/health record system, or an alternative assessment tool as directed by the Department, when the individual is determined probable of being eligible for services. .
- 7.1.5. Make available to the Department upon request, the data from the ASAM Level of Care Assessment and in a format approved by the Department, when using an electronic medical/health record system other than WITS.
- 7.1.6. The Contractor shall complete a clinical evaluation of clients for services in Section 4, as follows:
  - 7.1.6.1. Prior to admission as a part of interim services or within 3 days following admission, and during treatment only when determined by licensed clinician.
- 7.2. The Contractor shall determine client eligibility for services under this contract using the eligibility criteria as follows:
  - 7.2.1. The individual's income must be below 400% of Federal Poverty Level (FPL);
  - 7.2.2. The individual must be a resident of New Hampshire or homeless in New Hampshire;
  - 7.2.3. The individual must be determined positive for a substance use disorder (as evidenced in their clinical evaluation, Section 7.1.6
  - 7.2.4. The individual is eligible for services described in Section 4 as determined by the ASAM Level of Care Assessment (defined in Section 7.1.4) unless:
    - 7.2.4.1. The client choses to receive a service with a lower ASAM Level of Care; or
    - 7.2.4.2. The service with the needed ASAM Level of Care is unavailable at the time the level of care is determined in Section 7.1.4, in which case the client may chose:
      - 1. A service with a lower ASAM Level of Care;
      - 2. A service with the next available higher ASAM Level of Care;
      - 3. Be placed on the waitlist until their service with the assessed ASAM Level of Care becomes available as in Section 7.1.4; or
      - 4. Be referred to another agency in the client's service area that provides the service with the needed ASAM Level of Care.
- 7.3. The Contractor agrees to provide services to all eligible clients who:
  - 7.3.1. Receive Medication Assisted Treatment services from other providers such as a



Exhibit A

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- client' primary care provider;
- 7.3.2. Have co-occurring mental health disorders; or
  - 7.3.3. Are on medications and are taking those medications as prescribed regardless of the class of medication.
- 7.4. The Contractor shall admit eligible clients for services according to the order of priority described below:
- 7.4.1. Pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame. If the contractor is unable to admit a pregnant woman for the needed level of care within 24 hours, the contractor shall:
    - 7.4.1.1. Assist the pregnant woman with identifying alternative providers and with accessing services with these providers. This assistance must include actively reaching out to identify providers on the behalf of the client.
    - 7.4.1.2. Provide interim services until the appropriate level of care becomes available at either the contractor agency or an alternative provider. Interim services shall include:
      - 1. At least one 60 minute individual or group outpatient session per week;
      - 2. Recovery support services as needed by the client;
      - 3. Daily calls to the client to assess and respond to any emergent needs.
  - 7.4.2. Individuals who have been administered Narcan to reverse the effects of an opioid overdose either in the 14 days prior to screening or in the period between screening and admission to the program.
  - 7.4.3. Individuals with a history of injection drug use including the provision of interim services within 14 days.
  - 7.4.4. Individuals with substance use and co-occurring mental health disorders.
  - 7.4.5. Individuals with Opioid Use Disorders.
  - 7.4.6. Veterans with substance use disorders
  - 7.4.7. Individuals with substance use disorders who are involved with the criminal justice system.
  - 7.4.8. Individuals who require priority admission at the request of the Department.
- 7.5. The Contractor shall obtain consent from individuals prior to providing services as follows:



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- 7.5.1. For individuals whose age is 12 and older, the Contractor is required to obtain consent from the individual themselves; or
- 7.5.2. For individuals whose age is under 12, the Contractor is required to obtain consent from the individual's parent or legal guardian.

## 8. Waitlist

- 8.1. The Contractor shall place an eligible individual on a statewide waitlist in WITS when the service with the appropriate ASAM Level of Care (as defined in 7.1.4) is not available for the client at the time of screening as in Section 7.2.4.2.
  - 8.1.1. The Contractor shall keep the client's information up to date on the statewide waitlist.
  - 8.1.2. The Contractor shall notify the Department within 30 days from the effective date of the contract, with the name of the staff person who is responsible to monitoring and maintaining the waitlist.
  - 8.1.3. The Contractor shall monitor the waitlist and ensure that clients begin services as soon as possible either under this contract or by a referral to an agency that has an earlier available opening as follows:
    - 8.1.3.1. Anytime a client contacts the agency for a service and that service is not available within 2 business days of contact, they must be immediately added to the agency's waitlist and to the waitlist of other agencies as appropriate.
    - 8.1.3.2. Anytime a client is getting ready to move to a new level of care that will not be provided by the current provider or for which the current provider has a waitlist, the provider shall add the client to the waitlist of other appropriate agencies.
    - 8.1.3.3. Anytime a client is added to the waitlist of another agency, the provider shall complete consent in WITS to allow the agency the client is being referred to review client information in WITS.
    - 8.1.3.4. Every business day, the staff member identified in 8.1.2 shall review pending clients from outside agencies to accept, reject or delete the client as appropriate.
    - 8.1.3.5. Every business day, the staff member identified in 8.1.2 shall review their agency waitlist to ensure that any clients who were on the agency waitlist who are no longer on the waitlist due to admission, inaccessibility, etc. have been removed from the waitlist.
  - 8.1.4. The Contractor shall provide a client on the waitlist interim services, defined as recovery support services or services with a lower ASAM Level of Care, under this contract or by referral to an agency that has an earlier available opening in the client's service area.



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## 9. Client Fees and Assistance with Enrolling in Insurance Programs

- 9.1. The Contractor agrees to collect allowable fees from clients and to assist them with enrolling in private or public insurance programs when appropriate, as follows:
- 9.1.1. Agrees to using the Sliding Fee Scale and charging the client for their share for services in accordance with Exhibit B.
  - 9.1.2. Agrees not to delay a client's admittance into a Substance Use Disorder Treatment and Recovery Support Services program for services due to a client's inability to immediately pay his or her share of the allowable fees (in accordance with Exhibit B) or pending an insurer's payment
  - 9.1.3. Agrees to assist clients, who are unable to secure financial resources necessary for initial entry into the program, with obtaining other potential sources such as:
    - 9.1.3.1. Assess the client's appropriateness for enrollment in public or private insurance, including but not limited to Medicaid and New Hampshire Health Protection Program, and assist the client in enrolling in an appropriate public or private insurance program; and/or
    - 9.1.3.2. Complete assistance at or before intake, but no later than 14 days after intake.
    - 9.1.3.3. Develop payment plans.
    - 9.1.3.4. Document the assistance in Section 9.1.3 in a progress note.
- 9.2. The Contractor may discontinue services for a client who does not pay their share of the allowable fee(s), only after working with the client as described in Section 9.1.3.
- 9.3. The Contractor shall provide clients with copies of their individual financial accounts, upon the clients' request.

## 10. Service Delivery Activities and Requirements

- 10.1. The Contractor shall assess all clients for risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge based on policies and process approved by the Department within thirty (30) days from the contract effective date.
- 10.2. The Contractor shall assess all clients for withdrawal risk based on ASAM (2013) standards at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and stabilize all clients based on ASAM (2013) guidance and shall:
- 10.2.1. Provide stabilization services when a client's level of risk indicates a service with an ASAM Level of Care that can be provided under this Contract; If a client's risk level indicates a service with an ASAM Level of Care that can be provided under this contract, then the Contractor shall



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integrate withdrawal management into the client's treatment plan and provide on-going assessment of withdrawal risk to ensure that withdrawal is managed safely.

- 10.2.2. Refer clients to a facility where the services can be provided when a client's risk indicates a service with an ASAM Level of Care that is higher than can be provided under this Contract; Coordinate with the withdrawal management services provider to admit the client to an appropriate service once the client's withdrawal risk has reached a level that can be provided under this contract. and
- 10.3. The Contractor shall complete treatment plans for all clients based on clinical evaluation data within 3 days of the clinical evaluation (defined in Section 7.1.6) and must address all ASAM (2013) domains and shall:
  - 10.3.1. Be updated based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent;
  - 10.3.1. Have Treatment plan goals, objectives, and interventions written in terms that are specific, measurable, attainable, realistic and timely;
  - 10.3.2. Evidence the client's involvement in identifying, developing, and prioritizing goals, objectives, and interventions.
- 10.4. The Contractor shall provide case management to clients that includes, at a minimum, coordination or care with Medication Assisted Treatment, physical, behavioral health, and peer recovery support providers as applicable with the client's:
  - 10.4.1. Primary care provider and if the client does not have a primary care provider, the Contractor will make an appropriate referral to one and coordinate care with that provider.
  - 10.4.2. Behavioral health care provider when serving clients with co-occurring substance use and mental health disorders, and if the client does not have a mental health care provider, then the Contractor will make an appropriate referral to one and coordinate care with that provider.
  - 10.4.3. Medication assisted treatment provider.
  - 10.4.4. Peer recovery support provider, and if the client does not have a peer recovery support provider, the Contractor will make an appropriate referral to one and coordinate care with that provider. Such coordination will include actively coordinating with local recovery community organizations (where available) to bring peer recovery support providers into the treatment setting to meet with clients to describe available services and engage clients in peer recovery support services as applicable.



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- 10.5. The Contractor shall submit for Department approval within thirty (30) days from the contract effective date, the policies and procedures for coordination of care described in in Section 10.4
- 10.6. The Contractor will make continuing care, transfer, and discharge for all Services in Section 4. The Contractor shall decisions based on ASAM (2013) criteria and complete continuing of care, transfer and discharge plans that address all ASAM (2013) domains as follows:
  - 10.6.1. Begin the process of discharge/transfer planning at the time of the client's intake to the program.
  - 10.6.2. Review the 3 criteria for continuing services or the 4 criteria for transfer/discharge, when addressing continuing care or discharge/transfer that include:
    - 10.6.2.1. Continuing Service Criteria A: The patient is making progress, but has not yet achieved the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his or her treatment goals; or
    - 10.6.2.2. Continuing Service Criteria B: The patient is not yet making progress, but has the capacity to resolve his or her problems. He/she is actively working toward the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his/her treatment goals; and /or
    - 10.6.2.3. Continuing Service Criteria C: New problems have been identified that are appropriately treated at the present level of care. The new problem or priority requires services, the frequency and intensity of which can only safely be delivered by continued stay in the current level of care. The level of care which the patient is receiving treatment is therefore the least intensive level at which the patient's problems can be addressed effectively
    - 10.6.2.4. Transfer/Discharge Criteria A: The Patient has achieved the goals articulated in the individualized treatment plan, thus resolving the problem(s) that justified admission to the present level of care. Continuing the chronic disease management of the patient's condition at a less intensive level of care is indicated; or
    - 10.6.2.5. Transfer/Discharge Criteria B: The patient has been unable to



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resolve the problem(s) that justified the admission to the present level of care, despite amendments to the treatment plan. The patient is determined to have achieved the maximum possible benefit from engagement in services at the current level of care. Treatment at another level of care (more or less intensive) in the same type of services, or discharge from treatment, is therefore indicated; or

10.6.2.6. Transfer/Discharge Criteria C: The patient has demonstrated a lack of capacity due to diagnostic or co-occurring conditions that limit his or her ability to resolve his or her problem(s). Treatment at a qualitatively different level of care or type of service, or discharge from treatment, is therefore indicated; or

10.6.2.7. Transfer/Discharge Criteria D: The patient has experienced an intensification of his or her problem(s), or has developed a new problem(s), and can be treated effectively at a more intensive level of care.

10.6.3. The Contractor shall maintain clear documentation that explains why continued services are necessary for Recovery Support Services.

10.7. The Contractor will ensure educational information is provided to clients in all programs on HCV/HIV/TB & STD's as evidenced by inclusion in programming.

10.8. The Contractor shall deliver services using evidence based practices as demonstrated by meeting one of the following criteria in Section 2.6.

10.9. The Contractor shall deliver services in this Contract in accordance with:

10.9.1. The ASAM Criteria (2013). The ASAM Criteria (2013) can be purchased online through the ASAM website at: <http://www.asamcriteria.org/>

10.9.2. The Substance Abuse Mental Health Services Administration (SAMHSA) Treatment Improvement Protocols (TIPs) available at <http://store.samhsa.gov/list/series?name=TIP-Series-Treatment-Improvement-Protocols-TIPS->

10.9.3. The SAMHSA Technical Assistance Publications (TAPs) available at <http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1>

10.9.4. The Requirements in Exhibit K.

**11. Continuous Recovery Monitoring**

11.1. The Contractor shall provide Continuous Recovery Monitoring services to clients by providing on-going contact with a client following discharge from the program as follows:



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- 11.1.1. Attempt to contact each client a minimum of three (3) times over the course of one week by telephone at a reasonable time when the client would normally be available.
- 11.1.2. Provide to the Department within 30 days of the contract effective date, the policies and procedures in place for at least one completed biweekly contact as in Sections 11.1.3 through 11.1.8, by telephone or face to face, with the client following discharge. Contact clients at least bi-weekly and no less frequently than:
  - 11.1.2.1. 3 months post-discharge which is defined as 60 to 120 days from the last treatment service.
  - 11.1.2.2. 6 months post-discharge which is defined as 150 to 210 days from the last treatment service.
  - 11.1.2.3. 12 months post-discharge which is defined as 330 to 390 days from the last treatment service.
- 11.1.3. Inquire on the status of each client's recovery.
- 11.1.4. Identify any client needs.
- 11.1.5. Assist the client with addressing the needs identified in Section 11.1.4.
- 11.1.6. Provide early intervention to clients who have relapsed or whose recovery is at risk, as identified in Section 11.1.4, and record the same.
- 11.1.7. Include assessment of the National Outcomes Measures (NOMS) based client outcomes in WITS.
- 11.1.8. Complete the Client Follow-Up in WITS within 3 days of each completed contact.
- 11.2. The Contractor shall comply with performance of Exhibit A, Section 11.1.2, as follows:
  - 11.2.1. Twenty-five percent (25%) of discharged clients shall be contacted three (3) months after discharge.
  - 11.2.2. Ten percent (10%) of discharged clients shall be contacted (6) months after discharge.
  - 11.2.3. Five percent (5%) of discharged clients shall be contacted twelve (12) months after discharge.

**12. Tobacco Cessation**

- 12.1. The Contractor shall offer tobacco cessation tools and education to all eligible clients receiving services in this contract as follows:
  - 12.1.1. Asses clients for motivation in stopping the use of tobacco products;





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- 12.1.2. Offer resources such as but not limited to the Department's Tobacco Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the QuitLine; and
- 12.1.3. Shall not use tobacco use, in and of itself, as grounds for discharging clients from services being provided under this contract.

**13. Tobacco Free Environment**

- 13.1. The Contractor shall have policies and procedures that create a tobacco-free environment. At a minimum these policies shall:
  - 13.1.1. Include the smoking of any tobacco product, the use of oral tobacco products or "spit" tobacco, and the use of electronic devices;
  - 13.1.2. Apply to employees, clients and employee or client visitors;
  - 13.1.3. Prohibit the use of tobacco products within the contractor's facilities at any time.
  - 13.1.4. Prohibit the use of tobacco in any contractor owned vehicle.
  - 13.1.5. Include whether or not use of tobacco products is prohibited outside of the facility on the grounds.
  - 13.1.6. If use of tobacco products is allowed outside of the facility on the grounds:
    - 13.1.6.1. There shall be a designated smoking area(s) which is located at least 20 feet from the main entrance.
    - 13.1.6.2. All materials used for smoking in this area, including cigarette butts and matches, will be extinguished and disposed of in appropriate containers.
    - 13.1.6.3. Contractors will ensure periodic cleanup of the designated smoking area.
    - 13.1.6.4. If the designated smoking area is not properly maintained, it can be eliminated at the discretion of the contractor.
  - 13.1.7. Prohibit tobacco use in any company vehicle.
  - 13.1.8. Prohibit tobacco use in personal vehicles when transporting people on authorized business.
  - 13.1.9. Post the tobacco free environment policy in the contractor's facilities and vehicles and included in employee, client, and visitor orientation.

**14. Resiliency and Recovery Oriented System of Care (RROSC)**

- 14.1. The Contractor shall engage in and promote a Resiliency and Recovery Oriented System of Care (RROSC) at a minimum:
  - 14.1.1. Provide families and communities with education around Substance Use



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**Disorders Treatment and Recovery Support Services;**

- 14.1.2. Work with the Department's regional public health networks in order to reduce stigma associated with substance misuse and increase collaboration between prevention, treatment, and community supports.

**15. Service Management and Monitoring**

- 15.1. The Contractor shall maintain a consistent service capacity for Substance Use Disorder Treatment and Recovery Support Services statewide by:

- 15.1.1. Monitoring its individual capacity to consistently and evenly deliver these services; and
- 15.1.2. Monitoring and managing the utilization levels of care and service array required under this contract throughout the contract period.
- 15.1.3. No less than monthly, the Contractor shall monitor the percentage of the contract funding expended relative to the percentage of the contract period that has elapsed. If there is a difference of more than 10% between expended funding and elapsed time on the contract the contractor shall notify the Department within 5 days and submit a plan for correcting the discrepancy within 10 days of notifying the Department.
- 15.1.4. Beginning on July 1, 2016 and continuing every three months thereafter, the Department shall review the Contractor's utilization as described in Section 15.1.3 above. If the Contractor's expended funding is more than 25% below the elapsed time on the contract, the Department may amend the contract to reduce the overall price limitation.

**16. Service Area**

- 16.1. The Contractor will provide services described in this Scope of Work to any eligible client, regardless of where the client lives or works in New Hampshire.

**17. Residential Facilities License**

- 17.1. A residential facilities license from the Department's Bureau of Health Facilities Administration is not applicable for this Contract.

**18. Staffing Requirements**

- 18.1. The Contractor shall meet the minimum staffing requirements as follows:
  - 18.1.1. At least one Masters Licensed Alcohol and Drug Counselor (MLADC) or Licensed Alcohol and Drug Counselor (LADC) who also holds the Licensed Clinical Supervisor (LCS) credential;
  - 18.1.2. At least one MLADC or Licensed Alcohol and Drug Counselor (LADC) for every two unlicensed counselors providing clinical services;
  - 18.1.3. A sufficient number of:
    - 18.1.3.1. MLADCs to adequately provide for staff clinical supervision;



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and/or

- 18.1.3.2. A sufficient number of LADCs with the LCS (Licensed Clinical Supervisor) credential to adequately provide for staff clinical supervision; and
- 18.1.3.3. At least one Certified Recovery Support Worker (CRSW) for every 50 clients or portion thereof.
- 18.2. The Contractor shall utilize CRSWs to provide treatment services within their scope of practice as defined by New Hampshire Administrative Rule Title XXX, Chapter 330-C, Section 13.
- 18.3. Unlicensed staff providing clinical or recovery support services must hold a CRSW within 6 months of hire or effective date of this contract, whichever is later.
- 18.4. Have policies and procedures related to student interns to address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract, including but not limited to:
  - 18.4.1. The Contractor shall base intern responsibilities and caseloads on student learning needs and school requirements and shall not utilize interns as adjunct staff to meet the staffing needs of the Contractor.
  - 18.4.2. Have student interns complete an approved ethics course prior to beginning their internship.
  - 18.4.3. Provide ongoing clinical supervision that includes:
  - 18.4.4. Weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress;
  - 18.4.5. Group supervision to help optimize the learning experience, when enough candidates are under supervision;
  - 18.4.6. Content that covers the:
    - 18.4.6.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee, and that covers;
    - 18.4.6.2. The core functions as described in the Twelve Core Functions of Alcohol and Drug Counseling, available at <http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171>; and
    - 18.4.6.3. The standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics.



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- 18.5. The Contractor shall notify the Department, in writing of changes in key personnel and provide, within five (5) business days to the Department, updated resumes that clearly indicate the staff member is employed by the Contractor. Key personnel are those staff for whom at least 10% of their work time is spent providing alcohol or other drug abuse treatment services.
- 18.6. The Contractor shall notify the Department in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. The Contractor shall provide a copy of the resume of the employee, which clearly indicates the staff member is employed by the Contractor, with the notification.
- 18.7. The Contractor shall notify the Department in writing and submit a corrective action plan for Department approval within 14 days, when staffing does not meet the requirements defined in 18.1 through 18.4.
- 18.8. The Contractor shall provide in-service training to all staff involved in client care within 15 days of the contract effective date or the staff person's start date, if after the contract effective date, and at least every 90 days thereafter on the following:
  - 18.8.1. The contract requirements;
  - 18.8.2. Requirements in Exhibit K;
  - 18.8.3. SAMHSA Substance Abuse Prevention and Treatment Block Grant requirements relative to treatment services using a checklist provided by the Department; and
  - 18.8.4. All other relevant policies and procedures provided by the Department.
- 18.9. The Contractor shall provide in-service training or ensure attendance at an approved training by the Department to clinical staff on HCV/HIV/TB & STD's annually. The contractor shall provide the Department with a list of staff attending an in-service training or Certificates of Attendance.
- 18.10. The Contractor shall provide suitable office, treatment, and meeting space that complies with all fire, health, and safety codes and is handicapped and wheelchair accessible.

**19. Web Information Technology System**

- 19.1. The Contractor shall use the Web Information Technology System to record all encounter notes such as client activity and client contact within (3) days following the activity or contact including but not limited to: screening, fee determination, admission, billing, disenrollment, and discharge data.
- 19.2. The Contractor agrees that all encounter notes will include a record of the clinical content of the session. Encounter notes will be oriented track to client's progress with specific treatment goals.



Exhibit A

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## 20. Quality Assurance

- 20.1. The Contractor shall participate in all quality improvement activities requested by the Department such as, but not limited to:
- 20.1.1. Submission of monthly, web based contract compliance reports no later than the 10<sup>th</sup> day of the month following the reporting month;
  - 20.1.2. Participation in electronic and in-person client record reviews;
  - 20.1.3. Participation in site visits;
  - 20.1.4. Reporting on National Outcome Measures (NOMs) data in WITS for:
    - 20.1.4.1. 100% of all clients at admission;
    - 20.1.4.2. 100% of all clients who are discharged because they have completed treatment or transferred to another program;
    - 20.1.4.3. 50% of all clients who are discharged for reasons other than those specified above in Section 20.1.4.2;
    - 20.1.4.4. 25% of all clients who are 3 months post-discharge as defined in Section 11.1.2.1;
    - 20.1.4.5. 10% of all clients who are 6 months post-discharge as defined in Section 11.1.2.2;
    - 20.1.4.6. 5% of all clients who are 12 months post-discharge as defined in Section 11.1.2.3;
    - 20.1.4.7. The above NOMs reporting requirements are minimum requirements and the Contractor shall attempt to achieve greater reporting results when possible.
  - 20.1.5. Participation in training and technical assistance activities as directed by the Department, including but not limited to the ASAM Community of Practice developed by the Center for Excellence (the Department's Drug and Alcohol Services Technical Assistance Contractor).

## 21. Performance Incentives

- 21.1. The Contractor agrees that up to six (6) percent of the contract's maximum price limitation in Box 1.8 of the General Provision, Form P-37 will be reserved by the Department for performance incentives, except when there is a priority to pay for services. The Contractor agrees to the Department using all or some of the reserved funding to continue to pay for services when the Contractor has been reimbursed for at least 94% of the contract's price limitation for services.
- 21.1.1. The Contractor is eligible for incentive payments when successfully meeting the performance criteria in Section 21.1.2 and when there is



**Exhibit A**

available funding as in Section 21.1 at the time the Contractor meets the performance criteria.

21.1.2. The Contractor's performance criteria and incentive payments are as follows:

Performance Criteria	Incentive Payment
Access to Services: for each client who screens eligible for services and starts receiving services, other than evaluation, whether for the identified service for the ASAM Level of Care or interim services, within 10 business days following the eligibility screening.	The Contractor will receive an incentive payment of \$75.00
Completion: for each client who is discharged from the program because they have completed treatment or transferred to another treatment provider as recorded in the Discharge Type field of the WITS Discharge Module.	The Contractor will receive an incentive payment of \$75.00
Client Outcomes: for each client who was discharged from the program and meets at least 3 of the Outcome Criteria (in Section 21.1.2.1) in the 3 <sup>rd</sup> and/or 6 <sup>th</sup> month post-discharge, as evidenced by the WITS Follow-Up Module.	The Contractor will receive an incentive payment of \$50.00
Client Outcomes: for each client who was discharged from the program and meets at least 3 of the Outcome Criteria (below in Section 12.1.2.1) in the 12 <sup>th</sup> month post-discharge, as evidenced by the WITS Follow-Up Module.	The Contractor will receive an incentive payment of \$100.00

21.1.2.1. The Contractor agrees to the post discharge outcome criteria as follows:

1. **Abstinence:** The client reports reduced or no substance use in the past 30 days prior to the contact.
2. **Employment/Education:** The client reports increased or retained employment or the client reports returning to or staying in school at the time of contact.
3. **Crime and Criminal Justice:** The client reports no arrests in the past 30 days prior to contact.
4. **Stability in Housing:** The client reports being in stable housing defined as not homeless or at risk of being homeless, at the time of contact.



Exhibit A

5. Social Connectedness: The client reports engagement in Recovery Support Services, Care Coordination, and/or Community Based Support Groups in the past 30 days prior to contact.

21.1.2.2. The Contractor agrees that Performance Incentives will be calculated and paid on a monthly basis for clients meeting criteria in the previous month.

21.1.2.3. The Contractor may submit screening disposition data for all clients, regardless of payer source, at 6 months and 12 months from the contract effective date.

1. The Contractor may receive \$1,000 for each submission (if funding is available in the contract at the time the Contractor submits the data, with priority of funding being for services). Screening disposition data must include:

- a. Total number of clients screened for services
- b. Number of client screened appropriate for services
- c. Number of clients engaging in services who's payer was:
  - i. This contract
  - ii. New Hampshire Health Protection Plan
  - iii. New Hampshire Medicaid
  - iv. Medicare
  - v. Private Insurance
  - vi. Self-Pay

## 22. Liquidated Damages

22.1. The Contractor and the Department agree that the Web Information Technology System (WITS) shall be the source of record with data polls beginning September 1, 2016 and every 5 months thereafter.

22.2. The Contractor and the Department agree that it will be extremely impracticable and difficult to determine actual damages that the Department will sustain in the event that the Contractor fails to maintain the required performance standards in Section 11.2, throughout the life of the contract. Any breach by the Contractor will delay and disrupt the Department's operations and obligations and lead to significant damages. Therefore, the parties agree that the liquidated damages as specified in the sections below are reasonable.



**Exhibit A**

- 22.3. Assessment of liquidated damages shall be in addition to, not in lieu of, such other remedies as may be available to the Department. Except and to the extent expressly provided herein, the Department shall be entitled to recover liquidated damages cumulatively under each section applicable to any given incident.
- 22.4. The Department shall make all assessments of liquidated damages. Should the Department determine that liquidated damages may, or will be assessed; the Department shall notify the Contractor as specified in Section 23, Notifications and Remedies for Liquidated Damages, below.
- 22.5. The Contractor shall submit a written Corrective Action Plan to the Department within five (5) business days of receiving notification as specified in Section 23, Notifications and Remedies for Liquidated Damages., for review and approval prior to implementation of the corrective action plan.
- 22.6. The Contractor agrees that as determined by the Department, failure to provide services that meet the performance standards in Section 11.2 shall result in liquidated damages as specified in Section 23, Notifications and Remedies for Liquidated Damages. The Department's decision to assess liquidated damages must be reasonable, based in fact and made in good faith.
- 22.7. The remedies specified in Section 23, Notifications and Remedies for Liquidated Damages, shall apply until the failure is cured or resulting dispute is resolved in the Contractor's favor.
- 22.8. Liquidated damages in the amount of \$2,500 for failure to meet all three of the performance measures in Section 11.2, except for Section 11.2.1 the liquidated damage shall be assessed when the percentage falls below 15%, at the time specified in Section 22.1.
- 22.9. The Department will deduct the amount of liquidated damages being assessed from the amount the Department owes on the monthly billing submitted to the Department after the assessment of liquidated damages.
- 22.10. The amount of liquidated damages assessed by the Department to the Contractor shall not exceed the price limitation in Form P-37, General Provisions, block 1.8, Price Limitation.

**23. Notifications and Remedies for Liquidated Damages.**

- 23.1. Prior to the imposition of liquidated damages or any other remedies under this Contract, including termination for breach, the Department shall issue written notice of remedies that shall include, as applicable:
  - 23.1.1. A citation to the Contract provision violated.
  - 23.1.2. The remedies to be applied and the date the remedies shall be imposed.
  - 23.1.3. The basis for the Department's determination that the remedies shall be





Exhibit A

imposed.

- 23.1.4. A request for a Corrective Action Plan.
  - 23.1.5. The timeframe and procedure for the Contractor to dispute the Department's determination. The Contractor's dispute of liquidated damages or remedies shall not stay the effective date of the proposed liquidated damages or remedies.
  - 23.1.6. If the failure is not resolved within the cure period, liquidated damages may be imposed retroactively to the date of failure to perform and continue until the failure is cured or any resulting dispute is resolved in the Contractor's favor.
- 23.2. In connection with any action taken or decision made by the Department with respect to this Contract, within ninety (90) days following the action or decisions, the Contractor may protest such action or decision by the delivery of a notice of protest to the Department and by which the Contractor may protest said action or decision and/or request an informal hearing with the Director of the Bureau of Drug and Alcohol Services.
- 23.2.1. The Contractor shall provide the Department with an explanation of its position protesting the Department's action or decision.
  - 23.2.2. The Director shall determine a time that is mutually agreeable to the parties during which they may present their views on the disputed issues. It is understood that the presentation and discussion of the disputed issues will be informal in nature.
  - 23.2.3. The Director shall provide written notice of the time, format and location of the presentation.
  - 23.2.4. At the conclusion of the presentations, the Director shall consider all evidence and shall render a written recommendation as soon as practicable, but in no event more than thirty (30) days after the conclusion of the presentation.
  - 23.2.5. The Director may appoint a designee to hear and determine the matter.

**24. State and Federal Requirements**

- 24.1. If there is any error, omission, or conflict in the requirements listed below, the applicable Federal, State, and Local regulations, rules and requirements shall control. The requirements specified below are provided herein to increase the Contractor's compliance.
- 24.2. The Contractor agrees to the following state and/or federal requirements for Program requirements for specialty treatment for pregnant and parenting women:
  - 24.2.1. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.



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- 24.2.2. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.
  - 24.2.3. The program provides or arranges for primary medical care for women who are receiving substance abuse services, including prenatal care.
  - 24.2.4. The program provides or arranges for child care with the women are receiving services.
  - 24.2.5. The program provides or arranges for primary pediatric care for the women's children, including immunizations.
  - 24.2.6. The program provides or arranges for gender-specific substance abuse treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, and parenting.
  - 24.2.7. The program provides or arranges for therapeutic interventions for children in custody of women in treatment which may, among other things, address the children's developmental needs and their issues of sexual abuse, physical abuse, and neglect.
  - 24.2.8. The program provides or arranges for sufficient case management and transportation services to ensure that the women and their children have access to the services described above.
  - 24.2.9. Arrange for means activities to assist the client in finding and engaging in a service, which may include, but is not limited to helping the client to locate an appropriate provider, referring clients to the needed service provider, setting up appointments for clients with those providers, and assisting the client with attending appointments with the service provider.
- 24.3. The Contractor agrees to the following state and federal requirements for all programs in this Contract as follows:
- 24.3.1. Within 7 days of reaching 90% of capacity, the program notifies the state that 90% capacity has been reached.
  - 24.3.2. The program admits each individual who requests and is in need of treatment for intravenous drug abuse not later than:
    - 24.3.1.1. 14 days after making the request; or
    - 24.3.1.2. 120 days if the program has no capacity to admit the individual on the date of the request and, within 48 hours after the request, the program makes interim services available until the individual is admitted to a substance abuse treatment program
  - 24.3.2. The program offers interim services that include, at a minimum, the following:
    - 24.3.2.1. Counseling and education about HIV and Tuberculosis (TB), the risks of needle-sharing, the risks of transmission to sexual partners and infants, and steps that can be taken to ensure



Exhibit A

that HIV and TB transmission does not occur

- 24.3.2.2. Referral for HIV or TB treatment services, if necessary
- 24.3.2.3. Individual and/or group counseling on the effects of alcohol and other drug use on the fetus for pregnant women and referrals for prenatal care for pregnant women
- 24.3.3. The program has established a waiting list that includes a unique patient identifier for each injecting drug abuser seeking treatment, including patients receiving interim services while awaiting admission.
- 24.3.4. The program has a mechanism that enables it to:
  - 24.3.4.1. Maintain contact with individuals awaiting admission
  - 24.3.4.2. Admit or transfer waiting list clients at the earliest possible time to an appropriate treatment program within a service area that is reasonable to the client.
  - 24.3.4.3. The program takes clients awaiting treatment off the waiting list only when one of the following conditions exist:
    - 1. Such persons cannot be located for admission into treatment or
    - 2. Such persons refuse treatment
- 24.3.5. The program carries out activities to encourage individuals in need of treatment services to undergo treatment by using scientifically sound outreach models such as those outlined below or, if no such models are applicable to the local situation, another approach which can reasonably be expected to be an effective outreach method.
- 24.3.6. The program has procedures for:
  - 24.3.6.1. Selecting, training, and supervising outreach workers.
  - 24.3.6.2. Contacting, communicating, and following up with high-risk substance abusers, their associates, and neighborhood residents within the constraints of Federal and State confidentiality requirements.
  - 24.3.6.3. Promoting awareness among injecting drug abusers about the relationship between injecting drug abuse and communicable diseases such as HIV.
  - 24.3.6.4. Recommending steps that can be taken to ensure that HIV transmission does not occur.
- 24.3.7. The program directly, or through arrangements with other public or non-profit private entities, routinely makes available the following TB services



Exhibit A

- to each individual receiving treatment for substance abuse:
- 24.3.7.1. Counseling the individual with respect to TB.
  - 24.3.7.2. Testing to determine whether the individual has been infected with mycobacteria TB to determine the appropriate form of treatment for the individual.
  - 24.3.7.3. Providing for or referring the individuals infected by mycobacteria TB appropriate medical evaluation and treatment.
- 24.3.8. For clients denied admission to the program on the basis of lack of capacity, the program refers such clients to other providers of TB services.
- 24.3.9. The program has implemented the infection control procedures that are consistent with those established by the Department to prevent the transmission of TB and that address the following:
- 24.3.9.1. Screening patients and identification of those individuals who are at high risk of becoming infected.
  - 24.3.9.2. Meeting all State reporting requirements while adhering to Federal and State confidentiality requirements, including 42 CFR part 2.
  - 24.3.9.3. Case management activities to ensure that individuals receive such services.
  - 24.3.9.4. The program reports all individuals with active TB as required by State law and in accordance with Federal and State confidentiality requirements, including 42 CFR part 2.
- 24.3.10. The program gives preference in admission to pregnant women who seek or are referred for and would benefit from Block Grant funded treatment services. Further, the program gives preference to clients in the following order:
- 24.3.10.1. To pregnant and injecting drug users first.
  - 24.3.10.2. To other pregnant substance users second.
  - 24.3.10.3. To other injecting drug users third.
  - 24.3.10.4. To all other individuals fourth.
- 24.3.11. The program refers all pregnant women to the State when the program has insufficient capacity to provide services to any such pregnant women who seek the services of the program.
- 24.3.12. The program makes available interim services within 48 hours to



Exhibit A

pregnant women who cannot be admitted because of lack of capacity.

- 24.3.13. The program makes continuing education in treatment services available to employees who provide the services.
- 24.3.14. The program has in effect a system to protect patient records from inappropriate disclosure, and the system:
  - 24.3.14.1. Is in compliance with all Federal and State confidentiality requirements, including 42 CFR part 2.
  - 24.3.14.2. Includes provisions for employee education on the confidentiality requirements and the fact that disciplinary action may occur upon inappropriate disclosure.
- 24.3.15. The program does not expend SAPT Block Grant funds to provide inpatient hospital substance abuse services, except in cases when each of the following conditions is met:
  - 24.3.15.1. The individual cannot be effectively treated in a community-based, non-hospital, residential program.
  - 24.3.15.2. The daily rate of payment provided to the hospital for providing the services does not exceed the comparable daily rate provided by a community-based, non-hospital, residential program.
  - 24.3.15.3. A physician makes a determination that the following conditions have been met:
    - 1. The primary diagnosis of the individual is substance abuse and the physician certifies that fact.
    - 2. The individual cannot be safely treated in a community-based, non-hospital, residential program.
    - 3. The service can be reasonably expected to improve the person's condition or level of functioning.
    - 4. The hospital-based substance abuse program follows national standards of substance abuse professional practice.
    - 5. The service is provided only to the extent that it is medically necessary (e.g., only for those days that the patient cannot be safely treated in community-based, non-hospital, residential program.)
- 24.3.16. The program does not expend Substance Abuse Prevention and Treatment (SAPT) Block Grant funds to purchase or improve land; purchase, construct, or permanently improve (other than minor



Exhibit A

- remodeling) any building or other facility; or purchase major medical equipment.
- 24.3.17. The program does not expend SAPT Block Grant funds to satisfy and requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds.
- 24.3.18. The program does not expend SAPT Block Grant funds to provide financial assistance to any entity other than a public or nonprofit private entity.
- 24.3.19. The program does not expend SAPT Block Grant funds to make payments to intended recipients of health services.
- 24.3.20. The program does not expend SAPT Block Grant funds to provide individuals with hypodermic needles or syringes.
- 24.3.21. The program does not expend SAPT Block Grant funds to provide treatment services in penal or corrections institutions of the State.
- 24.3.22. The program uses the Block Grant as the "payment of last resort" for services for pregnant women and women with dependent children, TB services, and HIV services and, therefore, makes every reasonable effort to do the following:
- 24.3.22.1. Collect reimbursement for the costs of providing such services to persons entitled to insurance benefits under the Social Security Act, including programs under title XVIII and title XIX; any State compensation program, any other public assistance program for medical expenses, any grant program, any private health insurance, or any other benefit program.
- 24.3.22.2. Secure from patients of clients payments for services in accordance with their ability to pay.
- 24.4. The Contractor shall comply with all relevant state and federal laws such as but not limited to:
- 24.4.1. The Contractor shall, upon the direction of the State, provide court-ordered evaluation and a sliding fee scale (in Exhibit B) shall apply and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals.
- 24.4.2. The Contractor shall comply with the legal requirements governing human subject's research when considering research, including research conducted by student interns, using individuals served by this contract as subjects. Contractors must inform and receive the Department's approval prior to initiating any research involving subjects or participants related to this contract. The Department reserves the right, at its sole discretion, to

**New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services**



**Exhibit A**

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reject any such human subject research requests.

24.4.3. Contractors shall comply with the Department's Sentinel Event Reporting Policy.



Exhibit B

**Method and Conditions Precedent to Payment**

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, of the General Provisions, for the services provided by the Contractor pursuant to Exhibit A.
2. This Agreement is funded by:
  - 2.1. New Hampshire General Funds;
  - 2.2. Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment Funds;
  - 2.3. Federal Funds from the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959); and
  - 2.4. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements.
3. The Contractor agrees to be reimbursed for services listed in Exhibit B-1 on a fee for service basis, unless otherwise stated. The Contractor agrees the fees for services are all-inclusive rates to deliver the services and to meet the requirements in Exhibit A.
4. Method for Charging Services under this Contract
  - 4.1. The Contractor agrees to:
    - 4.1.1. Directly bill and receive payments for services provided under this contract from public and private insurance plans, the clients, and the Department;
    - 4.1.2. Assuring a billing and payment system that enables expedited processing to the greatest degree possible so that a client's admittance into the program is not unduly delayed, and overpayments are immediately refunded.
    - 4.1.3. Maintaining an accurate accounting and records for all services billed, payments received and overpayments (if any) refunded.
  - 4.2. The Contractor agrees to determine and charge for services provided to an eligible client under this contract, as follows:
    - 4.2.1. The Contractor shall charge up to the Contract Rate, in Exhibit B-1, by first charging the client's private insurance when the insurers' rates are at or lower than the Contract Rate.
    - 4.2.2. The Contractor shall charge the client according to a Sliding fee scale, in Section 8, when the Contractor determines or anticipates that the private insurer will not remit payment for the full amount of the Contract Rate in Exhibit B-1.
    - 4.2.3. If, after the Contractor charges the client's insurer (if applicable) and the client, any portion of the Contract Rate remains unpaid, the Contractor shall charge the





**Exhibit B**

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Department the balance (the Contract Rate less the private insurer and the client cost shares).

- 4.3. The Contractor agrees the amount charged to the client shall not exceed the Contract Rate in Exhibit B-1 multiplied by the corresponding percentage stated in Section 8 Sliding fee scale for the client's applicable income level.
  - 4.4. The Contractor shall not charge the combination of the public or private insurer, the client and the Department an amount greater than the Contract Rate in Exhibit B-1.
  - 4.5. In the event of an overpayment (wherein the combination of all payments received by the Contractor) for a given service exceeds the Contract Rate stated in Exhibit B-1, the Contractor shall refund the parties in the reverse order, unless the overpayment was due to insurer, client or Departmental error. In instances of payer error, the Contractor shall refund the party who erred, and adjust the charges to the other parties, according to a correct application of the Sliding Fee Schedule.
5. The Contractor shall submit billing through the Website Information Technology System (WITS) for services listed in Exhibit B-1, except for Enhanced Services (See Section 6) as follows:
- 5.1.1. Enter encounter note(s) into WITS no later than three (3) days after the date the service was provided to the client
  - 5.1.2. Review the encounter notes no later than 20 days following the last day of the billing month, and notify the Department that encounter notes are ready for review.
  - 5.1.3. Correct errors, if any, in the encounter notes as identified by the Department no later than 7 days after being notified of the errors and notify the Department the notes have been corrected and are ready for review.
  - 5.1.4. Batch and transmit the encounter notes upon Department approval for the billing month.
    - 5.1.4.1. Submit separate batches for each billing month.
  - 5.2. The Contractor agrees that encounter notes submitted for review after sixty (60) days of the last day of the billing month may be subject to non-payment.
6. Payment for Enhanced Services:
- 6.1. The Department will reimburse the Contractor for Enhanced Services based on actual activities and services directly provided to the client, as defined in Exhibit A, Section 6.1.1.3
  - 6.2. The Contractor shall be reimbursed up to the amount in Exhibit B-1.
  - 6.3. The Contractor shall submit actual expenses on a Department defined invoice.
  - 6.4. The Contractor shall provide a clear description of each expense, the amount of each expense, and the total of all expenses for the billing period.



**Exhibit B**

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- 6.5. The Department will reimburse on allowable expenses, in accordance with applicable state and federal laws and regulations.
- 6.6. The Contractor will submit an invoice by the 20th day of each month, which identifies and requests reimbursement for authorized expenses incurred for enhanced services in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement. Invoices must be submitted to:

Financial Manager  
Division of Community Based Care Services  
Bureau of Drug and Alcohol Services  
105 Pleasant Street,  
Main Bldg., 3<sup>rd</sup> Floor North  
Concord, NH 03301

7. Payment for Crisis Services to Existing Clients and their Significant Others:
  - 7.1. The Department will reimburse the Contractor for Crisis Services as a fee for service either as individual outpatient services or individual recovery support services (non-clinical) as defined in Exhibit A, Section 5.2 or 5.3, respectively and at the rates, unit type, and service limit in Exhibit B-1.
8. Sliding Fee Scale
  - 8.1. The Sliding Fee Scale shall apply to the services listed in Exhibit B-1 except Enhanced Services (See Section 6) as follows:
  - 8.2. The Contractor will charge the client their portion of the Contract Rate (Maximum Allowed Charge) found in Exhibit B-1, based on the following sliding fee scale as follows:
    - 8.2.1. When the client's income is 0% to 138% of the Federal Poverty Level (FPL), the Contractor will charge the client 0% of the Contract Rate.
    - 8.2.2. When the client's income is 139 to 149% of the Federal Poverty Level (FPL), the Contractor will charge the client 8% of the Contract Rate.
    - 8.2.3. When the client's income is 150% to 199% of the Federal Poverty Level (FPL), the Contractor will charge the client 12% of the Contract Rate.
    - 8.2.4. When the client's income is 200% to 249% of the Federal Poverty Level (FPL), the Contractor will charge the client 25% of the Contract Rate.
    - 8.2.5. When the client's income is 250% to 299% of the Federal Poverty Level (FPL), the Contractor will charge the client 40% of the Contract Rate.
    - 8.2.6. When the client's income is 300% to 349% of the Federal Poverty Level (FPL), the Contractor will charge the client 57%% of the Contract Rate.
    - 8.2.7. When the client's income is 350% to 399% of the Federal Poverty Level (FPL), the Contractor will charge the client 77% of the Contract Rate.



**Exhibit B**

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8.3. The Contractor shall not deny a minor child (under the age of 18) services because of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

**9. Non Reimbursement for Services**

9.1. The State will not reimburse the Contractor for services provided through this contract when a client has or may have an alternative payer for services described in this scope of work, such as:

- 9.1.1. Services covered by New Hampshire Health Protection Program for clients who are eligible for the New Hampshire Health Protection Program.
- 9.1.2. Services covered by New Hampshire Medicaid for clients who are eligible for New Hampshire Medicaid.
- 9.1.3. Services covered by Medicare for clients who are eligible for Medicare.
- 9.1.4. Services covered by the client's private insurer(s) at a rate greater than the contract rate (in Exhibit B-1) set by the Department.

9.2. Notwithstanding Section 9.1 above, the Contractor may seek reimbursement from the State for services provided under this contract when a client needs a service that is not covered by the payers listed in Section 9.1.

10. When the contract price limitation is reached the program shall continue to operate at full capacity at no charge to the Department for the duration of the contract period.

11. Funding may not be used to replace funding for a program already funded from another source.

12. The Contractor will keep records of their activities related to Department programs and services.

13. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

14. Contractor will have forty-five (45) days from the end of the contract period to submit to the Department final invoices for payment. Any adjustments made to a prior invoice will need to be accompanied by supporting documentation.

15. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:

15.1. The Contractor agrees to use the SAPT funds as the payment of last resort.



Exhibit B

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- 15.2. The Contractor agrees to the following funding restrictions on SAPT Block Grant expenditures to:
- 15.2.1. Make cash payments to intended recipients of substance abuse services.
  - 15.2.2. Expend more than the amount of Block Grant funds expended in Federal Fiscal Year 1991 for treatment services provided in penal or correctional institutions of the State.
  - 15.2.3. Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
  - 15.2.4. Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.
- 15.3. The Contractor agrees to the Charitable Choice federal statutory provisions as follows:
- 15.3.1. Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.



Exhibit B-1

**Service and Fee Table**

1. The Contractor shall be reimbursed for the Services and up to the Contract Rates in Table A below.
  - a. The Contract Rates in the Table A are the maximum allowed charged used in the Methods for Charging for Services under this Contract in Exhibit B, Section 4.

**Table A**

Service	Contract Rate (Maximum Allowed Charge)	Unit	Service Limit
Clinical Evaluation	\$250.00	Per evaluation	1 evaluation per 90 days, per client
Individual Outpatient	\$20.00	15 min	\$200 of combined individual & group per week, per client
Group Outpatient	\$6.00	15 min	
Intensive Outpatient	\$95.00	Per day and only on those days when the client attends individual and/or group counseling associated with the program.	4 days per week (\$380), per client
Continuous Recovery Monitoring - Attempted	\$15.00	Per 3 attempted contacts over the course of at least 1 week	\$60 of combined attempted and completed per month for the first 12 months post discharge, per client
Continuous Recovery Monitoring - Completed	\$15.00	Per 1 completed contact	
Individual Recovery Support Services (Non-Clinical)	\$15.00	15 min	\$160 per week
Enhanced Services	Cost Reimbursement	Cost Reimbursement	Up to \$72,115, and according to Section 6 of Exhibit B. This amount is inclusive of the amount in the Box 1.8 of the P-37.



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**SPECIAL PROVISIONS**

**Contractors Obligations:** The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
  - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
  - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

**RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:**

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
  - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
  - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
  - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or





more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
- When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
  - 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
  - 19.3. Monitor the subcontractor's performance on an ongoing basis



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

#### DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

**COSTS:** Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

**DEPARTMENT:** NH Department of Health and Human Services.

**FINANCIAL MANAGEMENT GUIDELINES:** Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

**PROPOSAL:** If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

**UNIT:** For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

**FEDERAL/STATE LAW:** Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

**CONTRACTOR MANUAL:** Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act, NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

**SUPPLANTING OTHER FEDERAL FUNDS:** The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



**REVISIONS TO GENERAL PROVISIONS**

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
  4. **CONDITIONAL NATURE OF AGREEMENT.**  
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
  - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. The Division reserves the right to renew the Contract for up to two additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner  
NH Department of Health and Human Services  
129 Pleasant Street,  
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
  - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
    - 1.2.1. The dangers of drug abuse in the workplace;
    - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
    - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
    - 1.4.1. Abide by the terms of the statement; and
    - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

New Hampshire Department of Health and Human Services  
Exhibit D



has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant:

- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
  - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check  if there are workplaces on file that are not identified here.

Contractor Name: Families in Transition

2/26/16  
Date

Maureen Beauregard  
Name: Maureen Beauregard  
Title: President



**CERTIFICATION REGARDING LOBBYING**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- \*Temporary Assistance to Needy Families under Title IV-A
- \*Child Support Enforcement Program under Title IV-D
- \*Social Services Block Grant Program under Title XX
- \*Medicaid Program under Title XIX
- \*Community Services Block Grant under Title VI
- \*Child Care Development Block Grant under Title IV

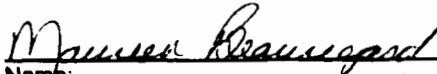
The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name: Families in Transition

2/26/16  
Date

  
Name: Maureen Beauregard  
Title: President



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

**PRIMARY COVERED TRANSACTIONS**

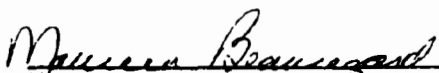
11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
  - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

**LOWER TIER COVERED TRANSACTIONS**

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
  - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: Families in Transition

2/26/16  
Date

  
Name: Maureen Beaurégard  
Title: President





**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO  
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND  
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials NRB

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

New Hampshire Department of Health and Human Services  
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name Families in Transition

2/26/16  
Date

Maureen Beauregard  
Name: Maureen Beauregard  
Title: President

Exhibit G

Contractor Initial MB

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name: Families In Transition

2/26/16  
Date

Maureen Beauregard  
Name: Maureen Beauregard  
Title: President



Exhibit I

**HEALTH INSURANCE PORTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. "**Breach**" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "**Business Associate**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "**Covered Entity**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "**Designated Record Set**" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "**Data Aggregation**" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "**Health Care Operations**" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "**HITECH Act**" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "**HIPAA**" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "**Individual**" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "**Privacy Rule**" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "**Protected Health Information**" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.



Exhibit I

- I. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
- I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



Exhibit I

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Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

**(3) Obligations and Activities of Business Associate.**

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
  - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - o The unauthorized person used the protected health information or to whom the disclosure was made;
  - o Whether the protected health information was actually acquired or viewed
  - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

**(4) Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

**(5) Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

**(6) Miscellaneous**

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.





Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health & Human Services  
The State

Kathleen A. Dunn  
Signature of Authorized Representative

Kathleen A. Dunn  
Name of Authorized Representative

Associate Commissioner  
Title of Authorized Representative

3/2/16  
Date

Families in Transition  
Name of the Contractor

Maureen Beauregard  
Signature of Authorized Representative

Maureen Beauregard  
Name of Authorized Representative

President  
Title of Authorized Representative

2/26/16  
Date



**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
  - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
  - 10.2. Compensation information is not already available through reporting to the SEC.

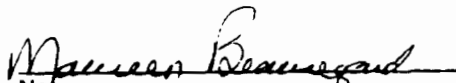
Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: Families in Transition

2/26/16  
Date

  
Name: Maureen Beauregard  
Title: President



**FORM A**

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 825360399
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO                       YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO                       YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____



Exhibit K

Operational Requirements for all Programs

The contractor shall comply with the following requirements:

1. Requirements for Organizational or Program Changes.

The contractor shall provide the department with written notice at least 30 days prior to changes in any of the following:

- 1.1.1. Ownership;
- 1.1.2. Physical location;
- 1.1.3. Name.

1.2. When there is a new administrator, the following shall apply:

- 1.2.1. The contractor shall provide the department with immediate notice when an administrator position becomes vacant;
- 1.2.2. The contractor shall notify the department in writing as soon as possible prior to a change in administrator, and immediately upon the lack of an administrator, and provide the department with the following:
  - 1.2.2.1. The written disclosure of the new administrator required in Section 1.2 above;
  - 1.2.2.2. A resume identifying the name and qualifications of the new administrator; and
  - 1.2.2.3. Copies of applicable licenses for the new administrator;
- 1.2.3. When there is a change in the name, the contractor shall submit to the department a copy of the certificate of amendment from the New Hampshire Secretary of State, if applicable, and the effective date of the name change.
- 1.2.4. When a contractor discontinues a contracted program, it shall submit to the department:
  - 1.2.4.1. A plan to transfer, discharge or refer all clients being served in the contracted program; and
  - 1.2.4.2. A plan for the security and transfer of the client's records being served in the contracted program as required by Sections 12.8 – 12.10 below and with the consent of the client.

2. Inspections.

For the purpose of determining compliance with the contract, the contractor shall admit and allow any department representative at any time to inspect the following:

- 2.1.1. The facility premises;
- 2.1.2. All programs and services provided under the contract; and
- 2.1.3. Any records required by the contract.

2.2. A notice of deficiencies shall be issued when, as a result of any inspection, the department determines that the contractor is in violation of any of the contract requirements.

2.3. If the notice identifies deficiencies to be corrected, the contractor shall submit a plan of correction in accordance within 21 working days of receiving the inspection findings.

3. Administrative Remedies.

3.1. The department shall impose administrative remedies for violations of contract requirements, including:

- 3.1.1. Requiring a contractor to submit a plan of correction (POC);
- 3.1.2. Imposing a directed POC upon a contractor;
- 3.1.3. Suspension of a contract; or
- 3.1.4. Revocation of a contract.



Exhibit K

- 3.2. When administrative remedies are imposed, the department shall provide a written notice, as applicable, which:
  - 3.2.1. Identifies each deficiency;
  - 3.2.2. Identifies the specific remedy(s) that has been proposed; and
  - 3.2.3. Provides the contractor with information regarding the right to a hearing in accordance with RSA 541-A and He-C 200.
- 3.3. A POC shall be developed and enforced in the following manner:
  - 3.3.1. Upon receipt of a notice of deficiencies, the contractor shall submit a written POC within 21 days of the date on the notice describing:
    - 3.3.1.1. How the contractor intends to correct each deficiency;
    - 3.3.1.2. What measures will be put in place, or what system changes will be made to ensure that the deficiency does not recur; and
    - 3.3.1.3. The date by which each deficiency shall be corrected which shall be no later than 90 days from the date of submission of the POC;
  - 3.3.2. The department shall review and accept each POC that:
    - 3.3.2.1. Achieves compliance with contract requirements;
    - 3.3.2.2. Addresses all deficiencies and deficient practices as cited in the inspection report;
    - 3.3.2.3. Prevents a new violation of contract requirements as a result of implementation of the POC; and
    - 3.3.2.4. Specifies the date upon which the deficiencies will be corrected;
- 3.4. If the POC is acceptable, the department shall provide written notification of acceptance of the POC;
- 3.5. If the POC is not acceptable, the department shall notify the contractor in writing of the reason for rejecting the POC;
- 3.6. The contractor shall develop and submit a revised POC within 21 days of the date of the written notification in 3.5 above;
- 3.7. The revised POC shall comply with 3.3.1 above and be reviewed in accordance with 3.3.2 above;
- 3.8. If the revised POC is not acceptable to the department, or is not submitted within 21 days of the date of the written notification in 3.5 above, the contractor shall be subject to a directed POC in accordance with 3.12 below;
- 3.9. The department shall verify the implementation of any POC that has been submitted and accepted by:
  - 3.9.1. Reviewing materials submitted by the contractor;
  - 3.9.2. Conducting a follow-up inspection; or
  - 3.9.3. Reviewing compliance during the next scheduled inspection;
- 3.10. Verification of the implementation of any POC shall only occur after the date of completion specified by the contractor in the plan; and
- 3.11. If the POC or revised POC has not been implemented by the completion date, the contractor shall be issued a directed POC in accordance with 3.12 below.
- 3.12. The department shall develop and impose a directed POC that specifies corrective actions for the contractor to implement when:
  - 3.12.1. As a result of an inspection, deficiencies were identified that require immediate corrective action to protect the health and safety of the clients or personnel;
  - 3.12.2. A revised POC is not submitted within 21 days of the written notification from the department; or
  - 3.12.3. A revised POC submitted has not been accepted.



Exhibit K

4. Duties and Responsibilities of All Contractors.
  - 4.1. The contractor shall comply with all federal, state, and local laws, rules, codes, ordinances, licenses, permits, and approvals, and rules promulgated thereunder, as applicable.
  - 4.2. The contractor shall monitor, assess, and improve, as necessary, the quality of care and service provided to clients on an ongoing basis.
  - 4.3. The contractor shall provide for the necessary qualified personnel, facilities, equipment, and supplies for the safety, maintenance and operation of the contractor.
  - 4.4. The contractor shall develop and implement written policies and procedures governing its operation and all services provided.
  - 4.5. All policies and procedures shall be reviewed, revised, and trained on per contractor policy.
  - 4.6. The contractor shall:
    - 4.6.1. Employ an administrator responsible for the day-to-day operation of the contractor;
    - 4.6.2. Maintain a current job description and minimum qualifications for the administrator, including the administrator's authority and duties; and
    - 4.6.3. Establish, in writing, a chain of command that sets forth the line of authority for the operation of the contractor the staff position(s) to be delegated the authority and responsibility to act in the administrator's behalf when the administrator is absent.
  - 4.7. The contractor shall post the following documents in a public area:
    - 4.7.1. A copy of the contractor's policies and procedures relative to the implementation of client rights and responsibilities, including client confidentiality per 42 CFR Part 2; and
    - 4.7.2. The contractor's plan for fire safety, evacuation and emergencies identifying the location of, and access to all fire exits.
  - 4.8. The contractor or any employee shall not falsify any documentation or provide false or misleading information to the department.
  - 4.9. The contractor shall comply with all conditions of warnings and administrative remedies issued by the department, and all court orders.
  - 4.10. The contractor shall admit and allow any department representative to inspect the certified premises and all programs and services that are being provided at any time for the purpose of determining compliance with the contract.
  - 4.11. The contractor shall:
    - 4.11.1. Report all critical incidents and sentinel events to the department in accordance with Exhibit A, Section 20.2.3;
    - 4.11.2. Submit additional information if required by the department; and
    - 4.11.3. Report the event to other agencies as required by law.
  - 4.12. The contractor shall implement policies and procedures for reporting:
    - 4.12.1. Suspected child abuse, neglect or exploitation, in accordance with RSA 169-C:29-30; and
    - 4.12.2. Suspected abuse, neglect or exploitation of adults, in accordance with RSA 149-F:49.
  - 4.13. The contractor shall report all positive tuberculosis test results for personnel to the office of disease control in accordance with RSA 141-C:7, He-P 301.02 and He-P 301.03.
  - 4.14. For residential programs, if the contractor accepts a client who is known to have a disease reportable under He-P 301 or an infectious disease, which is any disease



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caused by the growth of microorganisms in the body which might or might not be contagious, the contractor shall follow the required procedures for the care of the clients, as specified by the United States Centers for Disease Control and Prevention 2007 Guideline for Isolation Precautions, Preventing Transmission of Infectious Agents in Healthcare Settings, June 2007.

- 4.15. Contractors shall implement state and federal regulations on client confidentiality, including provisions outlined in 42 CFR 2.13, RSA 172:8-a, and RSA 318-B:12;
- 4.16. A contractor shall, upon request, provide a client or the client's guardian or agent, if any, with a copy of his or her client record within the confines for 42 CFR Part 2.
- 4.17. The contractor shall develop policies and procedures regarding the release of information contained in client records, in accordance with 42 CFR Part 2, the Health Insurance Portability and Accountability Act (HIPAA), and RSA 318-B:10.
- 4.18. All records required by the contract shall be legible, current, accurate and available to the department during an inspection or investigation conducted in accordance with these rules.
- 4.19. Any contractor that maintains electronic records shall develop written policies and procedures designed to protect the privacy of clients and personnel that, at a minimum, include:
  - 4.19.1. Procedures for backing up files to prevent loss of data;
  - 4.19.2. Safeguards for maintaining the confidentiality of information pertaining to clients and staff; and
  - 4.19.3. Systems to prevent tampering with information pertaining to clients and staff.
- 4.20. The contractor's service site(s) shall:
  - 4.20.1. Be accessible to a person with a disability using ADA accessibility and barrier free guidelines per 42 U.S.C. 12131 et seq;
  - 4.20.2. Have a reception area separate from living and treatment areas;
  - 4.20.3. Have private space for personal consultation, charting, treatment and social activities, as applicable;
  - 4.20.4. Have secure storage of active and closed confidential client records; and
  - 4.20.5. Have separate and secure storage of toxic substances.
- 4.21. The contractor shall establish and monitor a code of ethics for the contractor and its staff, as well as a mechanism for reporting unethical conduct.

The contractor shall maintain specific policies on the following and shall submit these policies to the department for approval no later than 30 days after the effective date of the contract:

  - 4.21.1. Client rights, grievance and appeals policies and procedures;
  - 4.21.2. Progressive discipline, leading to administrative discharge;
  - 4.21.3. Reporting and appealing staff grievances;
  - 4.21.4. Policies on client alcohol and other drug use while in treatment;
  - 4.21.5. Policies on client and employee smoking that are in compliance with Exhibit A, Section 4.1.5;
  - 4.21.6. Drug-free workplace policy and procedures, including a requirement for the filing of written reports of actions taken in the event of staff misuse of alcohol or other drugs;
  - 4.21.7. Policies and procedures for holding a client's possessions;
  - 4.21.8. Secure storage of staff medications;
  - 4.21.9. A client medication policy;
  - 4.21.10. Urine specimen collection, as applicable, that:



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- 4.21.10.1. Ensure that collection is conducted in a manner that preserves client privacy as much as possible; and
- 4.21.10.2. Minimize falsification;
- 4.21.11. Safety and emergency procedures on the following:
  - 4.21.11.1. Medical emergencies;
  - 4.21.11.2. Infection control and universal precautions, including the use of protective clothing and devices;
  - 4.21.11.3. Reporting employee injuries;
  - 4.21.11.4. Fire monitoring, warning, evacuation, and safety drill policy and procedures;
  - 4.21.11.5. Emergency closings;
  - 4.21.11.6. Posting of the above safety and emergency procedures.
- 4.21.12. Procedures for protection of client records that govern use of records, storage, removal, conditions for release of information, and compliance with 42CFR, Part 2 and the Health Insurance Portability and Accountability Act (HIPAA); and
- 4.21.13. Procedures related to quality assurance and quality improvement.
- 5. Collection of Fees.
  - 5.1. The contractor shall maintain procedures regarding collections from client fees, private or public insurance, and other payers responsible for the client's finances; and
  - 5.2. At the time of screening and admission the contractor shall provide the client, and the client's guardian, agent, or personal representative, with a listing of all known applicable charges and identify what care and services are included in the charge.
- 6. Client Screening and Denial of Services.
  - 6.1. Contractors shall maintain a record of all client screenings, including:
    - 6.1.1. The client name and/or unique client identifier;
    - 6.1.2. The client referral source;
    - 6.1.3. The date of initial contact from the client or referring agency;
    - 6.1.4. The date of screening;
    - 6.1.5. The result of the screening, including the reason for denial of services if applicable;
    - 6.1.6. For any client who is placed on a waitlist, record of referrals to and coordination with interim services or reason that such a referral was not made;
    - 6.1.7. Record of all client contacts between screening and removal from the waitlist; and
    - 6.1.8. Date client was removed from the waitlist and the reason for removal
  - 6.2. For any client who is denied services, the contractor is responsible for:
    - 6.2.1. Informing the client of the reason for denial;
    - 6.2.2. Assisting the client in identifying and accessing appropriate available treatment;
  - 6.3. The contractor shall not deny services to a client solely because the client:
    - 6.3.1. Previously left treatment against the advice of staff;
    - 6.3.2. Relapsed from an earlier treatment;
    - 6.3.3. Is on any class of medications, including but not limited to opiates or benzodiazepines; or
    - 6.3.4. Has been diagnosed with a mental health disorder.
  - 6.4. The contractor shall report on 6.1 and 6.2 above at the request of the department.
- 7. Personnel Requirements.
  - 7.1. The contractor shall develop a current job description for all staff, including contracted staff, volunteers, and student interns, which shall include:
    - 7.1.1. Job title;





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- 7.1.2. Physical requirements of the position;
- 7.1.3. Education and experience requirements of the position;
- 7.1.4. Duties of the position;
- 7.1.5. Positions supervised; and
- 7.1.6. Title of immediate supervisor.
- 7.2. The contractor shall develop and implement policies regarding criminal background checks of prospective employees, which shall, at a minimum, include:
  - 7.2.1. Requiring a prospective employee to sign a release to allow the contractor to obtain his or her criminal record;
  - 7.2.2. Requiring the administrator or his or her designee to obtain and review a criminal records check from the New Hampshire department of safety for each prospective employee;
  - 7.2.3. Criminal background standards regarding the following, beyond which shall be reason to not hire a prospective employee in order to ensure the health, safety, or well-being of clients:
    - 7.2.3.1. Felony convictions in this or any other state;
    - 7.2.3.2. Convictions for sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation; and
    - 7.2.3.3. Findings by the department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation or any person; and
  - 7.2.4. Waiver of 7.2.3 above for good cause shown.
- 7.3. All staff, including contracted staff, shall:
  - 7.3.1. Meet the educational, experiential, and physical qualifications of the position as listed in their job description;
  - 7.3.2. Not exceed the criminal background standards established by 7.2.3 above, unless waived for good cause shown, in accordance with policy established in 7.2.4 above;
  - 7.3.3. Be licensed, registered or certified as required by state statute and as applicable;
  - 7.3.4. Receive an orientation within the first 3 days of work or prior to direct contact with clients, which includes:
    - 7.3.4.1. The contractor's code of ethics, including ethical conduct and the reporting of unprofessional conduct;
    - 7.3.4.2. The contractor's policies on client rights and responsibilities and complaint procedures;
    - 7.3.4.3. Confidentiality requirements as required by Sections 4.15 and 4.19.2 above and Section 17 below;
    - 7.3.4.4. Grievance procedures for both clients and staff as required in Section 4.22.1 and 4.22.3 above and Section 18 below.
    - 7.3.4.5. The duties and responsibilities and the policies, procedures, and guidelines of the position they were hired for;
    - 7.3.4.6. Topics covered by both the administrative and personnel manuals;
    - 7.3.4.7. The contractor's infection prevention program;
    - 7.3.4.8. The contractor's fire, evacuation, and other emergency plans which outline the responsibilities of personnel in an emergency; and
    - 7.3.4.9. Mandatory reporting requirements for abuse or neglect such as those found in RSA 161-F and RSA 169-C:29; and
  - 7.3.5. Sign and date documentation that they have taken part in an orientation as described in 7.3.4 above;



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- 7.3.6. Complete a mandatory annual in-service education, which includes a review of all elements described in 7.3.4 above.
- 7.4. Prior to having contact with clients, employees and contracted employees shall:
  - 7.4.1. Submit to the contractor proof of a physical examination or a health screening conducted not more than 12 months prior to employment which shall include at a minimum the following:
    - 7.4.1.1. The name of the examinee;
    - 7.4.1.2. The date of the examination;
    - 7.4.1.3. Whether or not the examinee has a contagious illness or any other illness that would affect the examinee's ability to perform their job duties;
    - 7.4.1.4. Results of a 2-step tuberculosis (TB) test, Mantoux method or other method approved by the Centers for Disease Control (CDC); and
    - 7.4.1.5. The dated signature of the licensed health practitioner;
  - 7.4.2. Be allowed to work while waiting for the results of the second step of the TB test when the results of the first step are negative for TB; and
  - 7.4.3. Comply with the requirements of the Centers for Disease Control Guidelines for Preventing the Transmission of Tuberculosis in Health Facilities Settings, 2005, if the person has either a positive TB test, or has had direct contact or potential for occupational exposure to Mycobacterium tuberculosis through shared air space with persons with infectious tuberculosis.
- 7.5. Employees, contracted employees, volunteers and independent contractors who have direct contact with clients who have a history of TB or a positive skin test shall have a symptomatology screen of a TB test.
- 7.6. The contractor shall maintain and store in a secure and confidential manner, a current personnel file for each employee, student, volunteer, and contracted staff. A personnel file shall include, at a minimum, the following:
  - 7.6.1. A completed application for employment or a resume, including:
  - 7.6.2. Identification data; and
  - 7.6.3. The education and work experience of the employee;
  - 7.6.4. A copy of the current job description or agreement, signed by the individual, that identifies the:
    - 7.6.4.1. Position title;
    - 7.6.4.2. Qualifications and experience; and
    - 7.6.4.3. Duties required by the position;
  - 7.6.5. Written verification that the person meets the contractor's qualifications for the assigned job description, such as school transcripts, certifications and licenses as applicable;
  - 7.6.6. A signed and dated record of orientation as required by 7.3.4 above;
  - 7.6.7. A copy of each current New Hampshire license, registration or certification in health care field and CPR certification, if applicable;
  - 7.6.8. Records of screening for communicable diseases results required in 7.4 above;
  - 7.6.9. Written performance appraisals for each year of employment including description of any corrective actions, supervision, or training determined by the person's supervisor to be necessary;
  - 7.6.10. Documentation of annual in-service education as required by 7.3.6 above;
  - 7.6.11. Information as to the general content and length of all continuing education or educational programs attended;



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- 7.6.12. A signed statement acknowledging the receipt of the contractor's policy setting forth the client's rights and responsibilities, including confidentiality requirements, and acknowledging training and implementation of the policy.
- 7.6.13. A statement, which shall be signed at the time the initial offer of employment is made and then annually thereafter, stating that he or she:
  - 7.6.13.1. Does not have a felony conviction in this or any other state;
  - 7.6.13.2. Has not been convicted of a sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation or pose a threat to the health, safety or well-being of a client; and
  - 7.6.13.3. Has not had a finding by the department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation of any person; and
- 7.6.14. Documentation of the criminal records check and any waivers per 7.2 above.
- 7.7. An individual need not re-disclose any of the matters in 7.6.13 and 7.6.14 above if the documentation is available and the contractor has previously reviewed the material and granted a waiver so that the individual can continue employment.
- 8. Clinical Supervision.
  - 8.1. Contractors shall comply with the following clinical supervision requirements for unlicensed counselors:
    - 8.1.1. Each unlicensed alcohol and drug counselor or Certified Recovery Support Worker (CRSW) shall be supervised by a New Hampshire-MLADC or LADC with the LCS credential at a ratio of one LADC to every 2 full-time equivalent positions that are unlicensed alcohol and drug counselors or CRSWs;
    - 8.1.2. Unlicensed counselors shall receive at least one hour of supervision for every 20 hours of direct client contact;
    - 8.1.3. Supervision shall be provided on an individual or group basis, or both, depending upon the employee's need, experience and skill level;
    - 8.1.4. Supervision shall include following techniques:
      - 8.1.4.1. Review of case records;
      - 8.1.4.2. Observation of interactions with clients;
      - 8.1.4.3. Skill development; and
      - 8.1.4.4. Review of case management activities; and
    - 8.1.5. Supervisors shall maintain a log of the supervision date, duration, content and who was supervised by whom;
    - 8.1.6. Individuals licensed or certified by the NH Board of Licensing for Alcohol and Other Drug Use Professionals shall receive supervision in accordance with RSA 330-C and the rules promulgated thereunder.
- 9. Clinical Services.
  - 9.1. Each contractor shall have and adhere to a clinical care manual which includes policies and procedures related to all clinical services provided.
  - 9.2. All clinical services provided shall:
    - 9.2.1. Focus on the client's strengths;
    - 9.2.2. Be sensitive and relevant to the diversity of the clients being served;
    - 9.2.3. Be client and family centered;
    - 9.2.4. Be trauma informed, which means designed to acknowledge the impact of violence and trauma on people's lives and the importance of addressing trauma in treatment; and
  - 9.3. Upon a client's admission, the contractor shall conduct a client orientation, either individually or by group, to include the following:



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- 9.3.1. Rules, policies, and procedures of the contractor, program, and facility;
- 9.3.2. Requirements for successfully completing the program;
- 9.3.3. The administrative discharge policy and the grounds for administrative discharge;
- 9.3.4. All applicable laws regarding confidentiality, including the limits of confidentiality and mandatory reporting requirements; and
- 9.3.5. Requiring the client to sign a receipt that the orientation was conducted.
- 9.3.6. Upon a client's admission to treatment, the contractor shall conduct an HIV/AIDS screening, to include:
  - 9.3.7. The provision of information;
  - 9.3.8. Risk assessment;
  - 9.3.9. Intervention and risk reduction education, and
  - 9.3.10. Referral for testing, if appropriate, within 7 days of admission;
- 10. Treatment and Rehabilitation.
  - 10.1. A LADC or unlicensed counselor under the supervision of a LADC shall develop and maintain a written treatment plan for each client in accordance with TAP 21: Addiction Counseling Competencies available at <http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1> which addresses all ASAM domains.
  - 10.2. Treatment plans shall be developed as follows:
    - 10.2.1. Within 7 days following admission to any residential program; and
    - 10.2.2. No later than the third session of an ambulatory treatment program.
  - 10.3. Individual treatment plans shall contain, at a minimum, the following elements:
    - 10.3.1. Goals, objectives, and interventions written in terms that are specific, measurable, attainable, realistic and timely.
    - 10.3.2. Identifies the recipient's clinical needs, treatment goals, and objectives;
    - 10.3.3. Identifies the client's strengths and resources for achieving goals and objectives in 10.3.1 above;
    - 10.3.4. Defines the strategy for providing services to meet those needs, goals, and objectives;
    - 10.3.5. Identifies referral to outside contractors for the purpose of achieving a specific goal or objective when the service cannot be delivered by the treatment program;
    - 10.3.6. Provides the criteria for terminating specific interventions; and
    - 10.3.7. Includes specification and description of the indicators to be used to assess the individual's progress.
    - 10.3.8. Documentation of participation by the client in the treatment planning process or the reason why the client did not participate; and
    - 10.3.9. Signatures of the client and the counselor agreeing to the treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.
  - 10.4. Treatment plans shall be updated based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent.
  - 10.5. Treatment plan updates shall include:
    - 10.5.1. Documentation of the degree to which the client is meeting treatment plan goals and objectives;
    - 10.5.2. Modification of existing goals or addition of new goals based on changes in the clients functioning relative to ASAM domains and treatment goals and objectives.



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- 10.5.3. The counselor's assessment of whether or not the client needs to move to a different level of care based on changes in functioning in any ASAM domain and documentation of the reasons for this assessment.
- 10.5.4. The signature of the client and the counselor agreeing to the updated treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.
- 10.6. In addition to the individualized treatment planning in 10.3 above, all contractors shall provide client education on:
  - 10.6.1. Substance use disorders;
  - 10.6.2. Relapse prevention;
  - 10.6.3. Infectious diseases associated with injection drug use, including but not limited to, HIV, hepatitis, and TB;
  - 10.6.4. Sexually transmitted diseases;
  - 10.6.5. Emotional, physical, and sexual abuse;
  - 10.6.6. Nicotine use disorder and cessation options;
  - 10.6.7. The impact of drug and alcohol use during pregnancy, risks to the fetus, and the importance of informing medical practitioners of drug and alcohol use during pregnancy
- 10.7. Group education and counseling
  - 10.7.1. The contractor shall maintain an outline of each educational and group therapy session provided.
  - 10.7.2. All group counseling sessions shall be limited to 12 clients or fewer per counselor.
- 10.8. Progress notes
  - 10.8.1. A progress note shall be completed for each individual, group, or family treatment or education session.
  - 10.8.2. Each progress note shall contain the following components:
    - 10.8.2.1. Data, including self-report, observations, interventions, current issues/stressors, functional impairment, interpersonal behavior, motivation, and progress, as it relates to the current treatment plan;
    - 10.8.2.2. Assessment, including progress, evaluation of intervention, and obstacles or barriers; and
    - 10.8.2.3. Plan, including tasks to be completed between sessions, objectives for next session, any recommended changes, and date of next session; and
- 10.9. Residential programs shall maintain a daily shift change log which documents such things as client behavior and significant events that a subsequent shift should be made aware of.
- 11. Client Discharge and Transfer.
  - 11.1. A client shall be discharged from a program for the following reasons:
    - 11.1.1. Program completion or transfer based on changes in the client's functioning relative to ASAM criteria;
    - 11.1.2. Program termination, including:
      - 11.1.2.1. Administrative discharge;
      - 11.1.2.2. Non-compliance with the program;
      - 11.1.2.3. The client left the program before completion against advice of treatment staff; and
    - 11.1.3. The client is inaccessible, such as the client has been jailed or hospitalized; and
  - 11.2. In all cases of client discharge or transfer, the counselor shall complete a narrative discharge summary, including, at a minimum:



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- 11.2.1. The dates of admission and discharge or transfer;
- 11.2.2. The client's psychosocial substance abuse history and legal history;
- 11.2.3. A summary of the client's progress toward treatment goals in all ASAM domains;
- 11.2.4. The reason for discharge or transfer;
- 11.2.5. The client's DSM 5 diagnosis and summary, to include other assessment testing completed during treatment;
- 11.2.6. A summary of the client's physical condition at the time of discharge or transfer;
- 11.2.7. A continuing care plan, including all ASAM domains;
- 11.2.8. A determination as to whether the client would be eligible for re-admission to treatment, if applicable; and
- 11.2.9. The dated signature of the counselor completing the summary.
- 11.3. The discharge summary shall be completed:
  - 11.3.1. No later than 7 days following a client's discharge or transfer from the program; or
  - 11.3.2. For withdrawal management services, by the end of the next business day following a client's discharge or transfer from the program.
- 11.4. When transferring a client, either from one level of care to another within the same certified contractor agency or to another treatment contractor, the counselor shall:
  - 11.4.1. Complete a progress note on the client's treatment and progress towards treatment goals, to be included in the client's record; and
  - 11.4.2. Update the client assessment and treatment plan.
- 11.5. When transferring a client to another treatment contractor, the current contractor shall forward copies of the following information to the receiving contractor, only after a release of confidential information is signed by the client:
  - 11.5.1. The discharge summary;
  - 11.5.2. Client demographic information, including the client's name, date of birth, address, telephone number, and the last 4 digits of his or her Social Security number; and
  - 11.5.3. A diagnostic assessment statement and other assessment information, including:
    - 11.5.3.1. TB test results;
    - 11.5.3.2. A record of the client's treatment history; and
    - 11.5.3.3. Documentation of any court-mandated or agency-recommended follow-up treatment.
- 11.6. The counselor shall meet with the client at the time of discharge or transfer to establish a continuing care plan that:
  - 11.6.1. Includes recommendations for continuing care in all ASAM domains;
  - 11.6.2. Addresses the use of self-help groups including, when indicated, facilitated self-help; and
  - 11.6.3. Assists the client in making contact with other agencies or services.
- 11.7. The counselor shall document in the client record if and why the meeting in Section 11.6 above could not take place.
- 11.8. A contractor may administratively discharge a client from a program only if:
  - 11.8.1. The client's behavior on program premises is abusive, violent, or illegal;
  - 11.8.2. The client is non-compliant with prescription medications;
  - 11.8.3. Clinical staff documents therapeutic reasons for discharge, which may include the client's continued use of illicit drugs or an unwillingness to follow appropriate clinical interventions; or



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11.8.4. The client violates program rules in a manner that is consistent with the contractor's progressive discipline policy.

12. Client Record System.

12.1. Each contractor shall have policies and procedures to implement a comprehensive client record system, in either paper form or electronic form, or both, that complies with this section.

The client record of each client served shall communicate information in a manner that is:

- 12.1.1. Organized into related sections with entries in chronological order;
- 12.1.2. Easy to read and understand;
- 12.1.3. Complete, containing all the parts; and
- 12.1.4. Up-to-date, including notes of most recent contacts.

12.2. The client record shall include, at a minimum, the following components, organized as follows:

12.2.1. First section, Intake/Initial Information:

12.2.1.1. Identification data, including the client's:

- 12.2.1.1.1. Name;
- 12.2.1.1.2. Date of birth;
- 12.2.1.1.3. Address;
- 12.2.1.1.4. Telephone number; and
- 12.2.1.1.5. The last 4 digits of the client's Social Security number;

12.2.1.2. The date of admission;

12.2.1.3. If either of these have been appointed for the client, the name and address of:

- 12.2.1.3.1. The guardian; and
- 12.2.1.3.2. The representative payee;

12.2.1.4. The name, address, and telephone number of the person to contact in the event of an emergency;

12.2.1.5. Contact information for the person or entity referring the client for services, as applicable;

12.2.1.6. The name, address, and telephone number of the primary health care contractor;

12.2.1.7. The name, address, and telephone number of the behavioral health care contractor, if applicable;

12.2.1.8. The name and address of the client's public or private health insurance contractor(s), or both;

12.2.1.9. The client's religious preference, if any;

12.2.1.10. The client's personal health history;

12.2.1.11. The client's mental health history;

12.2.1.12. Current medications;

12.2.1.13. Records and reports prepared prior to the client's current admission and determined by the counselor to be relevant; and

12.2.1.14. Signed receipt of notification of client rights;

12.2.2. Second section, Screening/Assessment/Evaluation:

12.2.2.1. Documentation of all elements of screening, assessment and evaluation required by Exhibit A, Sections 6 and 10.2;

12.2.3. Third section, Treatment Planning:

12.2.3.1. The individual treatment plan, updated at designated intervals in accordance with Sections 10.2 – 10.5 above; and



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- 12.2.3.2. Signed and dated progress notes and reports from all programs involved, as required by Section 10.8 above;
- 12.2.4. Fourth section, Discharge Planning:
  - 12.2.4.1. A narrative discharge summary, as required by Sections 11.2 and 11.3 above;
  - 12.2.5. Fifth section, Releases of Information/Miscellaneous:
    - 12.2.5.1. Release of information forms compliant with 42 CFR, Part 2;
    - 12.2.5.2. Any correspondence pertinent to the client; and
    - 12.2.5.3. Any other information the contractor deems significant.
- 12.3. If the contractor utilizes a paper format client record system, then the sections in Section 12.3 above shall be tabbed sections.
- 12.4. If the contractor utilizes an electronic format, the sections in Section 12.3 above shall not apply provided that all information listed in Section 12.3 above is included in the electronic record.
- 12.5. All client records maintained by the contractor or its sub-contractors, including paper files, facsimile transmissions, or electronic data transfers, shall be strictly confidential.
- 12.6. All confidential information shall be maintained within a secure storage system at all times as follows:
  - 12.6.1. Paper records and external electronic storage media shall be kept in locked file cabinets;
  - 12.6.2. All electronic files shall be password protected; and
  - 12.6.3. All confidential notes or other materials that do not require storage shall be shredded immediately after use.
  - 12.6.4. Contractors shall retain client records after the discharge or transfer of the client, as follows:
    - 12.6.4.1. For a minimum of 7 years for an adult; and
    - 12.6.4.2. For a minimum of 7 years after age of majority for children.
- 12.7. In the event of a program closure, the contractor closing its treatment program shall arrange for the continued management of all client records. The closing contractor shall notify the department in writing of the address where records will be stored and specify the person managing the records.
- 12.8. The closing contractor shall arrange for storage of each record through one or more of the following measures:
  - 12.8.1. Continue to manage the records and give written assurance to the department that it will respond to authorized requests for copies of client records within 10 working days;
  - 12.8.2. Transfer records of clients who have given written consent to another contractor; or
  - 12.8.3. Enter into a limited service organization agreement with another contractor to store and manage records.
- 13. Medication Services.
  - 13.1. No administration of medications, including physician samples, shall occur except by a licensed medical practitioner working within their scope of practice.
  - 13.2. All prescription medications brought by a client to program shall be in their original containers and legibly display the following information:
    - 13.2.1. The client's name;
    - 13.2.2. The medication name and strength;
    - 13.2.3. The prescribed dose;
    - 13.2.4. The route of administration;





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- 13.2.5. The frequency of administration; and
- 13.2.6. The date ordered.
- 13.3. Any change or discontinuation of prescription medications shall require a written order from a licensed practitioner.
- 13.4. All prescription medications, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be kept on the client's person or stored in the client's room, shall be stored as follows:
  - 13.4.1. All medications shall be kept in a storage area that is:
    - 13.4.1.1. Locked and accessible only to authorized personnel;
    - 13.4.1.2. Organized to allow correct identification of each client's medication(s);
    - 13.4.1.3. Illuminated in a manner sufficient to allow reading of all medication labels; and
    - 13.4.1.4. Equipped to maintain medication at the proper temperature;
  - 13.4.2. Schedule II controlled substances, as defined by RSA 318-B:1-b, shall be kept in a separately locked compartment within the locked medication storage area and accessible only to authorized personnel; and
  - 13.4.3. Topical liquids, ointments, patches, creams and powder forms of products shall be stored in a manner such that cross-contamination with oral, optic, ophthalmic, and parenteral products shall not occur.
- 13.5. Medication belonging to personnel shall not be accessible to clients, nor stored with client medication.
- 13.6. Over-the-counter (OTC) medications shall be handled in the following manner:
  - 13.6.1. Only original, unopened containers of OTC medications shall be allowed to be brought into the program;
  - 13.6.2. OTC medication shall be stored in accordance with Section 13.4 above.
  - 13.6.3. OTC medication containers shall be marked with the name of the client using the medication and taken in accordance with the directions on the medication container or as ordered by a licensed practitioner;
- 13.7. All medications self-administered by a client, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be taken by the client without supervision, shall be supervised by the program staff, as follows:
  - 13.7.1. Staff shall remind the client to take the correct dose of his or her medication at the correct time;
  - 13.7.2. Staff may open the medication container but shall not be permitted to physically handle the medication itself in any manner;
  - 13.7.3. Staff shall remain with the client to observe them taking the prescribed dose and type of medication;
- 13.8. For each medication taken, staff shall document in an individual client medication log the following:
  - 13.8.1. The medication name, strength, dose, frequency and route of administration;
  - 13.8.2. The date and the time the medication was taken;
  - 13.8.3. The signature or identifiable initials of the person supervising the taking of said medication; and
  - 13.8.4. The reason for any medication refused or omitted.
- 13.9. Upon a client's discharge:
  - 13.9.1. The client medication log in Section 13.8 above shall be included in the client's record; and
  - 13.9.2. The client shall be given any remaining medication to take with him or her
- 14. Notice of Client Rights



Exhibit K

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- 14.1. Programs shall inform clients of their rights under these rules in clear, understandable language and form, both verbally and in writing as follows:
    - 14.1.1. Applicants for services shall be informed of their rights to evaluations and access to treatment;
    - 14.1.2. Clients shall be advised of their rights upon entry into any program and at least once a year after entry;
    - 14.1.3. Initial and annual notifications of client rights in Section 14 above shall be documented in the client's record; and
  - 14.2. Every program within the service delivery system shall post notice of the rights, as follows:
    - 14.2.1. The notice shall be posted continuously and conspicuously;
    - 14.2.2. The notice shall be presented in clear, understandable language and form; and
    - 14.2.3. Each program and residence shall have on the premises complete copies of rules pertaining to client rights that are available for client review.
  15. Fundamental Rights.
    - 15.1. No person receiving treatment for a substance use disorder shall be deprived of any legal right to which all citizens are entitled solely by reason of that person's admission to the treatment services system.
  16. Personal Rights.
    - 16.1. Persons who are applicants for services or clients in the service delivery system shall be treated by program staff with dignity and respect at all times.
    - 16.2. Clients shall be free from abuse, neglect and exploitation including, at a minimum, the following:
      - 16.2.1. Freedom from any verbal, non-verbal, mental, physical, or sexual abuse or neglect;
      - 16.2.2. Freedom from the intentional use of physical force except the minimum force necessary to prevent harm to the client or others; and
      - 16.2.3. Freedom from personal or financial exploitation.
    - 16.3. Clients shall have the right to privacy.
  17. Client Confidentiality
    - 17.1. All contractors shall adhere to the confidentiality requirements in 42 CFR part 2.
    - 17.2. In cases where a client, attorney or other authorized person, after review of the record, requests copies of the record, a program shall make such copies available free of charge for the first 25 pages and not more than 25 cents per page thereafter.
    - 17.3. If a minor age 12 or older is treated for drug abuse without parental consent as authorized by RSA 318:B12-a, the following shall apply:
      - 17.3.1. The minor's signature alone shall authorize a disclosure; and
      - 17.3.2. Any disclosure to the minor's parents or guardians shall require a signed authorization to release.
  18. Client Grievances
    - 18.1. Clients shall have the right to complain about any matter, including any alleged violation of a right afforded by these rules or by any state or federal law or rule.
    - 18.2. Any person shall have the right to complain or bring a grievance on behalf of an individual client or a group of clients.
    - 18.3. The rules governing procedures for protection of client rights found at He-C 200 shall apply to such complaints and grievances.
  19. Treatment Rights.
    - 19.1. Each client shall have the right to adequate and humane treatment, including:
      - 19.1.1. The right of access to treatment including:



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- 19.1.1.1. The right to evaluation to determine an applicant's need for services and to determine which programs are most suited to provide the services needed;
- 19.1.1.2. The right to provision of necessary services when those services are available, subject to the admission and eligibility policies and standards of each program; and
- 19.1.2. The right to quality treatment including:
  - 19.1.2.1. Services provided in keeping with evidence-based clinical and professional standards applicable to the persons and programs providing the treatment and to the conditions for which the client is being treated;
- 19.1.3. The right to receive services in such a manner as to promote the client's full participation in the community;
- 19.1.4. The right to receive all services or treatment to which a person is entitled in accordance with the time frame set forth in the client's individual treatment plan;
- 19.1.5. The right to an individual treatment plan developed, reviewed and revised in accordance with Sections 10.1 – 10.5 above which addresses the client's own goals;
- 19.1.6. The right to receive treatment and services contained in an individual treatment plan designed to provide opportunities for the client to participate in meaningful activities in the communities in which the client lives and works;
- 19.1.7. The right to service and treatment in the least restrictive alternative or environment necessary to achieve the purposes of treatment including programs which least restrict:
  - 19.1.7.1. Freedom of movement; and
  - 19.1.7.2. Participation in the community, while providing the level of support needed by the client;
- 19.1.8. The right to be informed of all significant risks, benefits, side effects and alternative treatment and services and to give consent to any treatment, placement or referral following an informed decision such that:
  - 19.1.8.1. Whenever possible, the consent shall be given in writing; and
  - 19.1.8.2. In all other cases, evidence of consent shall be documented by the program and shall be witnessed by at least one person;
- 19.1.9. The right to refuse to participate in any form of experimental treatment or research;
- 19.1.10. The right to be fully informed of one's own diagnosis and prognosis;
- 19.1.11. The right to voluntary placement including the right to:
  - 19.1.11.1. Seek changes in placement, services or treatment at any time; and
  - 19.1.11.2. Withdraw from any form of voluntary treatment or from the service delivery system;
- 19.1.12. The right to services which promote independence including services directed toward:
  - 19.1.12.1. Eliminating, or reducing as much as possible, the client's needs for continued services and treatment; and
  - 19.1.12.2. Promoting the ability of the clients to function at their highest capacity and as independently as possible;
- 19.1.13. The right to refuse medication and treatment;
- 19.1.14. The right to referral for medical care and treatment including, if needed, assistance in finding such care in a timely manner;
- 19.1.15. The right to consultation and second opinion including:
  - 19.1.15.1. At the client's own expense, the consultative services of:



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- 19.1.15.1.1. Private physicians;
- 19.1.15.1.2. Psychologists;
- 19.1.15.1.3. Licensed drug and alcohol counselors; and
- 19.1.15.1.4. Other health practitioners; and
- 19.1.15.2. Granting to such health practitioners reasonable access to the client, as required by Section 19.1.15, in programs and allowing such practitioners to make recommendations to programs regarding the services and treatment provided by the programs;
- 19.1.16. The right, upon request, to have one or more of the following present at any treatment meeting requiring client participation and informed decision-making:
  - 19.1.16.1. Guardian;
  - 19.1.16.2. Representative;
  - 19.1.16.3. Attorney;
  - 19.1.16.4. Family member;
  - 19.1.16.5. Advocate; or
  - 19.1.16.6. Consultant; and
- 19.1.17. The right to freedom from restraint including the right to be free from seclusion and physical, mechanical or pharmacological restraint.
- 19.2. No treatment professional shall be required to administer treatment contrary to such professional's clinical judgment.
- 19.3. Programs shall, whenever possible, maximize the decision-making authority of the client.
- 19.4. In furtherance of Section 19.3 above, the following provisions shall apply to clients for whom a guardian has been appointed by a court of competent jurisdiction:
  - 19.4.1. The program shall ensure that in the course of service provision, the guardian and all persons involved in the provision of service are made aware of the client's views, preferences and aspirations;
  - 19.4.2. A guardian shall only make decisions that are within the scope of the powers set forth in the guardianship order issued by the court;
  - 19.4.3. The program shall request a copy of the guardianship order from the guardian and the order shall be kept in the client's record at the program;
  - 19.4.4. If any issues arise relative to the provision of services and supports which are outside the scope of the guardian's decision-making authority as set forth in the guardianship order, the client's choice and preference relative to those issues shall prevail unless the guardian's authority is expanded by the court to include those issues;
  - 19.4.5. A program shall take such steps as are necessary to prevent a guardian from exceeding the decision-making authority granted by the court including:
    - 19.4.5.1. Reviewing with the guardian the limits on his or her decision-making authority; and
    - 19.4.5.2. If necessary, bringing the matter to the attention of the court that appointed the guardian;
  - 19.4.6. The guardian shall act in a manner that furthers the best interests of the client;
  - 19.4.7. In acting in the best interests of the client, the guardian shall take into consideration the views, preferences and aspirations of the client;
  - 19.4.8. The program shall take such steps as are necessary to prevent a guardian from acting in a manner that does not further the best interests of the client and, if necessary, bring the matter to the attention of the court that appointed the guardian; and



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- 19.4.9. In the event that there is a dispute between the program and the guardian, the program shall inform the guardian of his or her right to bring the dispute to the attention of the probate court that appointed the guardian.
20. Termination of Services.
- 20.1. A client shall be terminated from a contractor's service if the client:
- 20.1.1. Endangers or threatens to endanger other clients or staff, or engages in illegal activity on the property of the program;
  - 20.1.2. Is no longer benefiting from the service(s) he or she is receiving;
  - 20.1.3. Cannot agree with the program on a mutually acceptable course of treatment;
  - 20.1.4. Refuses to pay for the services that he or she is receiving despite having the financial resources to do so; or
  - 20.1.5. Refuses to apply for benefits that could cover the cost of the services that he or she is receiving despite the fact that the client is or might be eligible for such benefits.
- 20.2. A termination from a contractor's services shall not occur unless the program has given both written and verbal notice to the client and client's guardian, if any, that:
- 20.2.1. Give the effective date of termination;
  - 20.2.2. List the clinical or management reasons for termination; and
  - 20.2.3. Explain the rights to appeal and the appeal process pursuant to He-C 200.
- 20.3. A contractor shall document in the record of a client who has been terminated that:
- 20.3.1. The client has been notified of the termination; and
  - 20.3.2. The termination has been approved by the program director.
21. Client Rights in Residential Programs.
- 21.1. In addition to the foregoing rights, clients of residential programs shall also have the following rights:
- 21.1.1. The right to a safe, sanitary and humane living environment;
  - 21.1.2. The right to privately communicate with others, including:
    - 21.1.2.1. The right to send and receive unopened and uncensored correspondence;
    - 21.1.2.2. The right to have reasonable access to telephones and to be allowed to make and to receive reasonable numbers of telephone calls except that residential programs may require a client to reimburse them for the cost of any calls made by the client;
    - 21.1.2.3. The right to receive and to refuse to receive visitors except that residential programs may impose reasonable restrictions on the number and time of visits in order to ensure effective provision of services; and
  - 21.1.3. The right to engage in social and recreational activities including the provision of regular opportunities for clients to engage in such activities;
  - 21.1.4. The right to privacy, including the following:
    - 21.1.4.1. The right to courtesies such as knocking on closed doors before entering and ensuring privacy for telephone calls and visits;
    - 21.1.4.2. The right to opportunities for personal interaction in a private setting except that any conduct or activity which is illegal shall be prohibited; and
    - 21.1.4.3. The right to be free from searches of their persons and possessions except in accordance with applicable constitutional and legal standards;
  - 21.1.5. The right to individual choice, including the following:
    - 21.1.5.1. The right to keep and wear their own clothes;
    - 21.1.5.2. The right to space for personal possessions;
    - 21.1.5.3. The right to keep and to read materials of their own choosing;
    - 21.1.5.4. The right to keep and spend their own money; and



Exhibit K

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- 21.1.5.5. The right not to work and to be compensated for any work performed, except that:
    - 21.1.5.5.1. Clients may be required to perform personal housekeeping tasks within the client's own immediate living area and equitably share housekeeping tasks within the common areas of the residence, without compensation; and
    - 21.1.5.5.2. Clients may perform vocational learning tasks or work required for the operation or maintenance of a residential program, if the work is consistent with their individual treatment plans and the client is compensated for work performed; and
  - 21.1.6. The right to be reimbursed for the loss of any money held in safekeeping by the residence.
  - 21.2. Nothing in Section 21 shall prevent a residence from having policies governing the behavior of the residents.
  - 21.3. Clients shall be informed of any house policies upon admission to the residence.
  - 21.4. House policies shall be posted and such policies shall be in conformity with this section.
  - 21.5. House policies shall be periodically reviewed for compliance with this section in connection with quality assurance site visits.
  - 21.6. Notwithstanding Section 21.1.4.3 above, contractors may develop policies and procedures that allow searches for alcohol and illicit drugs be conducted:
    - 21.6.1. Upon the client's admission to the program; and
    - 21.6.2. If probable cause exists, including such proof as:
      - 21.6.2.1. A positive test showing presence of alcohol or illegal drugs; or
      - 21.6.2.2. Showing physical signs of intoxication or withdrawal.



43.13

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**State of New Hampshire  
Department of Health and Human Services  
Amendment #2 to the  
Substance Use Disorder Treatment and Recovery Support Services Contract**

This 2<sup>nd</sup> Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment 2") dated this 26<sup>th</sup> day of May, 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Greater Nashua Council on Alcoholism, Inc., (hereinafter referred to as "the Contractor"), a corporation with a place of business at 45 High Street, Nashua, NH, 03060.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on March 23, 2016 (Item #6), and amended by an agreement (Amendment #1 to the Contract) approved on June 29, 2016 (Item #25) by Governor and Executive Council, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18, and Exhibit C-1 Paragraph 3, the Department reserves the right to renew the Contract for up to two additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council; and

WHEREAS, the parties agree to extend the completion date of the agreement by three (3) months, add new scope of work and increase funding in State Fiscal Years 2017 and 2018.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

1. General Provisions (Form P-37), Block 1.6, to add Account Numbers:  
05-095-092-920510-33840000-102-500734  
05-095-092-920510-33820000-102-500734
2. General Provisions (Form P-37), Block 1.7, to read September 30, 2017.
3. General Provisions (Form P-37), Block 1.8, to increase Price Limitation to read: \$4,745,420.
4. General Provisions (Form P-37), Block 1.9, to read Jonathan V. Gallo, Esq., Interim Director of Contracts and Procurement.
5. General Provisions (Form P-37), Block 1.10 to read 603-271-9246.



**New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services**

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6. Add Exhibit A Sections 5.4 through 5.6 to read:

- 5.4. The Contractor shall provide an additional two (2) full time equivalent (forty hours per week) staffing for the statewide crisis services in Exhibit A Section 5.
- 5.5. The Contractor shall develop and implement a statewide marketing campaign to inform and educate the public about the Statewide Crisis Line as follows:
  - 5.5.1. Provide Project Management. The Contractor shall submit a marketing campaign plan for Department approval within five (5) days of the effective date of this amendment. The Contractor shall work with the Department to:
    - 5.5.1.1. Define the goal(s) including the results of the marketing campaign
    - 5.5.1.2. Define deliverables
    - 5.5.1.3. Identify high-level priorities and agreed upon timelines for deliverables
    - 5.5.1.4. Define information and education plan to the public
    - 5.5.1.5. Define a communication and messaging plan including and identification and prioritization of target audiences
    - 5.5.1.6. Define the types of marketing platforms and materials to use such as but not limited to brochures, billboard advertising, public transportation, social media/web advertising, radio/television and print media to communicate and message the public.
    - 5.5.1.7. Define the budget for the marketing campaign
    - 5.5.1.8. Identify approval and vetting processes by and with the Department.
  - 5.5.2. The Contractor shall make any changes to the marketing campaign plan as requested by the Department within three (3) days of the change request.
  - 5.5.3. Overall Work Plan: The Contractor shall provide for Department approval within five (5) days of approval of marketing campaign plan in Section 5.5.1 and 5.5.2 an overall work plan that includes but not limited to the activities, deliverables, and timelines to develop and implement the marketing campaign.
  - 5.5.4. Status Meetings: The Contractor shall provide weekly project status reports to the Department and as necessary per Department request, according to the approved work plan in Section 5.5.2. The Contractor shall:
    - 5.5.4.1. Track all deliverables, and open issues
    - 5.5.4.2. Provide minutes of meetings
    - 5.5.4.3. Document and provide all information obtained from meeting
    - 5.5.4.4. Provide a written report on work plan goals/activities reached, or if not reached, where the plan is in the process
    - 5.5.4.5. Delays and obstacles encountered and work plan to address delays and obstacles encountered that includes strategies and tasks to avoid similar issues in the future.
  - 5.5.5. The Contractor shall submit for Department approval all marketing platforms, materials, communication and messages before publishing/printing/airing and/or distributing materials.
  - 5.5.6. Performance Measure: The Contractor meet all the goals and deliverables defined in the marketing campaign plan in Section 5.5.1 and the overall work plan in Section 5.5.3.
- 5.6. When the state issues a Request for Proposals combining crisis and regional access point services, in order to ensure continuity of care for clients, the





**New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services**

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- Contractor is required to work with the Department to develop transition plans for the services and clients. The Contractor shall, but not limited to:
- 5.7. Meet with the Department and the Department's new Contractor (resulting from the Request for Proposals) within ten (10) days of the contract effective date of the new contract to develop transition and implementation plans; and
  - 5.8. Engage in all activities and meet all completion dates of the Department approved transition and implementation plan.
7. Add Exhibit A Section 6.1.1.1 a and b to read.
    - 6.1.1.1.a The Contractor shall provide medical respite withdrawal management services for clients coming through the Nashua Safe Stations program who are medically compromised.
    - 6.1.1.1.b The contractor shall provide for Department approval within five (5) days of the effective date of this amendment, a work plan and budget to provide enhanced services in Section 6.1.1.1.a.
  8. Replace Exhibit A Section 6.1.1.3 to read:
    - 6.1.1.3 Submitting for Department approval, within five (days) of the effective date of this amendment, a list and description of the direct services that will be provided under enhanced services, and an estimated cost within the service limited identified in Exhibit B-1.
  9. Delete Enhanced Services in Exhibit B-1 Amendment #1 Service and Fee Table and replace with Exhibit B-1 Amendment #2.
  10. Replace Exhibit B Section 8.2 to read:

8.2 Payment for contracted services will be made on a cost reimbursement only, for allowable expenses based on budgets identified in Exhibits B-2 and B-3 Amendment #1 and B-4. Each budget is specific to a time period as identified in the budget period at the top of the respective budget form. Allowable costs and expenses shall be determined by the Department in accordance with applicable state and federal laws and regulations.
  11. Replace Exhibit B Section 8.4 to read:

8.4 Notwithstanding paragraph 18 of the P-37 General Provisions, an amendment limited to budget line item adjustments only within each budget Exhibit B-2, B-3 Amendment #1, and Exhibit B-4 and within the price limitation can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.
  12. Delete in its entirety Exhibit B-3 and replace with Exhibit B-3 Amendment #1
  13. Add Exhibit B-4
  14. Delete in its entirety Exhibit C-1 and replace with Exhibit C-1 Amendment #1.



New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

5/30/17  
Date

Katja S. Fox  
Katja S. Fox  
Director

Greater Nashua Council on Alcoholism, Inc.

5/26/17  
Date

Peter Kelleher  
Name: Peter Kelleher  
Title: President and CEO

Acknowledgement of Contractor's signature:

State of NH, County of Hillborough on 5/26/17, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Mary E. Ruby  
Signature of Notary Public or Justice of the Peace

Mary E. Ruby Scheduler  
Name and Title of Notary or Justice of the Peace

MARY E. RUBY  
NOTARY PUBLIC  
STATE OF NEW HAMPSHIRE  
My Commission Expires: ~~My commission expires June 19, 2018~~



New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6/5/17  
Date

[Signature]  
Name: Megan A. [Signature]  
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:



Exhibit B-1 Amendment #2

**Service and Fee Table**

1. The Contractor shall be reimbursed for the Services and up to the Contract Rates in Table A below.
  - a. The Contract Rates in the Table A are the maximum allowed charged used in the Methods for Charging for Services under this Contract in Exhibit B, Section 4.

**Table A**

Service	Contract Rate (Maximum Allowed Charge)	Unit	Service Limit
Clinical Evaluation	\$275.00	Per evaluation	1 evaluation per 90 days, per client
Individual Outpatient	\$22.00	15 min	\$200 of combined individual & group per week, per client
Group Outpatient	\$6.60	15 min	
Intensive Outpatient	\$104.00	Per day and only on those days when the client attends individual and/or group counseling associated with the program.	4 days per week (\$380), per client
Partial Hospitalization	\$223.00	Per day and only on those days when the client attends individual and/or group counseling associated with the program.	6 days per week (\$1,218), per client
Transitional Living	\$110.00	Per day	7 days per week (\$700), per client
Low-Intensity Residential Adult	\$119.00	Per day	7 days per week (\$770), per client
High-Intensity Residential Adult	\$154.00	Per day	7 days per week (\$980), per client
High-Intensity Residential Pregnant and Parenting Women: Room and Board only	\$72.00	Per Day	7 days per week (\$462), per client

New Hampshire Department of Health and Human Services  
 Substance Use Disorder Treatment and Recovery Support Services



Exhibit B-1 Amendment #2

Service	Contract Rate (Maximum Allowed Charge)	Unit	Service Limit
High-Intensity Residential Pregnant and Parenting Women:	\$180.00	Per Day	7 days per week (\$1,138.20), per client
Integrated Medication Assisted Treatment - Contractor Staff Time	\$8.25	15 min.	3 hours per client per week
Integrated Medication Assisted Treatment - Physician Time	Rate Per Medicaid Physician Billing Codes: 99201 - 99205 and 99211 - 99215.	Unit Per Medicaid Physician Billing Codes: 99201 - 99205 and 99211 - 99215.	1 hour per client per week
Integrated Medication Assisted Treatment – Medication	See Exhibit B, Section 6.3	See Exhibit B, Section 6.3	See Exhibit B, Section 6.3
Ambulatory Withdrawal Management without Extended On-Site Monitoring (ASAM Level 1-WM)	\$104.00	Per day	7 days per week (\$665), per client
Medically Monitored Inpatient Withdrawal Management (ASAM Level 3.7 WM)	\$215.00	Per day	7 days per week (\$1,365) per client
Continuous Recovery Monitoring - Attempted	\$16.50	Per 3 attempted contacts over the course of at least 1 week	\$60 of combined attempted and completed per month for the first 12 months post discharge, per client
Continuous Recovery Monitoring - Completed	\$16.50	Per 1 completed contact	
Individual Recovery Support Services (Non-Clinical)	\$16.50	15 min	\$160 of combined individual & group per week, per client
Group Recovery Support Services (Non-Clinical)	\$5.50	15 min	
Enhanced Services	Cost Reimbursement	Cost Reimbursement	See Exhibit A Section 6.1.1.3
Crisis Services	Cost Reimbursement	Cost Reimbursement	Up to the amount in Exhibit B-2, B-3 Amendment #1 and B-4 according to Section 8 of Exhibit B. This amount is inclusive of the amount in the Box 1.8 of the P-37.

**Exhibit B-3 Amendment #1**

**BUDGET FORM**

**New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

**Vendor Name:** Greater Nashua Council on Alcoholism, Inc.

**Substance Use Disorder Treatment and Recovery Support**  
**Budget Request for: Services: Statewide Crisis Services, only**  
*(Name of RFP and Service)*

**Budget Period:** 7/1/16 to 6/30/17

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 255,424	\$ 64,622	\$ 320,046	
2. Employee Benefits	\$ 76,627		\$ 76,627	
3. Consultants	\$ -		\$ -	
4. Equipment:	\$ -		\$ -	
Rental	\$ 1,500		\$ 1,500	
Repair and Maintenance	\$ -		\$ -	
Purchase/Depreciation	\$ 12,840		\$ 12,840	
5. Supplies:	\$ -		\$ -	
Educational	\$ -		\$ -	
Lab	\$ -		\$ -	
Pharmacy	\$ -		\$ -	
Medical	\$ -		\$ -	
Office	\$ 1,800		\$ 1,800	
6. Travel	\$ 2,500		\$ 2,500	
7. Occupancy	\$ 3,000		\$ 3,000	
8. Current Expenses	\$ -		\$ -	
Telephone	\$ 2,200		\$ 2,200	
Postage	\$ 100		\$ 100	
Subscriptions	\$ -		\$ -	
Audit and Legal	\$ -		\$ -	
Insurance	\$ 2,400		\$ 2,400	
Board Expenses	\$ -		\$ -	
9. Software	\$ 5,400		\$ 5,400	
10. Marketing/Communications	\$ 60,500		\$ 60,500	
11. Staff Education and Training	\$ 2,500		\$ 2,500	
12. Subcontracts/Agreements	\$ 150,000		\$ 150,000	
13. Other (specific details mandatory):	\$ -		\$ -	
	\$ -		\$ -	
	\$ -		\$ -	
	\$ -		\$ -	
<b>TOTAL</b>	<b>\$ 576,791</b>	<b>\$ 64,622</b>	<b>\$ 641,413</b>	

Indirect As A Percent of Direct

11.2%

Contractor Initials:   
Date: 5/26/17

**Exhibit B-4**

**BUDGET FORM**

**New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

**Vendor Name:** Greater Nashua Council on Alcoholism, Inc.

**Substance Use Disorder Treatment and Recovery Support**  
**Budget Request for:** Services: Statewide Crisis Services, only  
*(Name of RFP and Service)*

**Budget Period:** 7/1/17 to 9/30/17

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 63,856	\$ 16,156	\$ 80,012	
2. Employee Benefits	\$ 19,157		\$ 19,157	
3. Consultants	\$ -		\$ -	
4. Equipment:	\$ -		\$ -	
Rental	\$ 750		\$ 750	
Repair and Maintenance	\$ -		\$ -	
Purchase/Depreciation	\$ 2,835		\$ 2,835	
5. Supplies:	\$ -		\$ -	
Educational	\$ -		\$ -	
Lab	\$ -		\$ -	
Pharmacy	\$ -		\$ -	
Medical	\$ -		\$ -	
Office	\$ 450		\$ 450	
6. Travel	\$ 625		\$ 625	
7. Occupancy	\$ 750		\$ 750	
8. Current Expenses	\$ -		\$ -	
Telephone	\$ 550		\$ 550	
Postage	\$ 25		\$ 25	
Subscriptions	\$ -		\$ -	
Audit and Legal	\$ -		\$ -	
Insurance	\$ 600		\$ 600	
Board Expenses	\$ -		\$ -	
9. Software	\$ 1,350		\$ 1,350	
10. Marketing/Communications	\$ 15,125		\$ 15,125	
11. Staff Education and Training	\$ 625		\$ 625	
12. Subcontracts/Agreements	\$ 50,000		\$ 50,000	
13. Other (specific details mandatory):	\$ -		\$ -	
	\$ -		\$ -	
	\$ -		\$ -	
	\$ -		\$ -	
<b>TOTAL</b>	<b>\$ 156,698</b>	<b>\$ 16,156</b>	<b>\$ 172,853</b>	

Indirect As A Percent of Direct

10.3%



**REVISIONS TO GENERAL PROVISIONS**

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
  4. **CONDITIONAL NATURE OF AGREEMENT.**  
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
  - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2 In the event of early termination, the Contractor shall, work with the Department as directed by it to develop a Transition Plan for services and clients being served under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs. The Contractor shall submit an initial Transition Plan for Department approval within a timeframe defined by the Department. Any changes requested by the Department to the Transition Plan shall be completed within three (3) days of the change request.
  - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. The Department reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



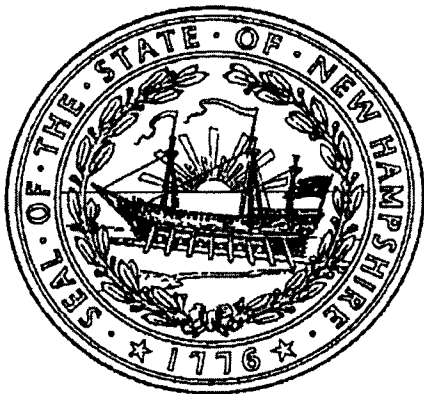
# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that GREATER NASHUA COUNCIL ON ALCOHOLISM is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on December 16, 1983. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 74349



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 3rd day of April A.D. 2017.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

# CERTIFICATE OF VOTE

1. David Aponovich, Assistant Treasurer, do hereby certify that:  
(Name of the elected Officer of the Agency, cannot be contract signatory)

1. I am a duly elected Officer of Greater Nashua Council on Alcoholism  
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on 4/26/17:  
(Date)

**RESOLVED:** That the President + CEO  
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 26<sup>th</sup> day of May, 2017.  
(Date Contract Signed)

4. Peter Kelleher is the duly elected President + CEO  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

David Aponovich  
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 26<sup>th</sup> day of May, 2017.

By David Aponovich  
(Name of Elected Officer of the Agency)

Mary E Ruby  
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

**MARY E. RUBY**  
**NOTARY PUBLIC**  
**STATE OF NEW HAMPSHIRE**  
Commission Expires: My commission expires June 19, 2018



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/18/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Eaton & Berube Insurance Agency, Inc. 11 Concord Street Nashua NH 03064	<b>CONTACT NAME:</b> Kimberly Gutekunst <b>PHONE (A/C No., Ext.):</b> 603-882-2766 <b>E-MAIL ADDRESS:</b> kgutekunst@eatonberube.com	<b>FAX (A/C, No.):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> HARHO Harbor Homes, Inc 45 High Street Nashua NH 03060	<b>INSURER A:</b> Hanover Insurance	
	<b>INSURER B:</b> Philadelphia Insurance Companies	
	<b>INSURER C:</b> Great Falls Insurance Co	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:** 1929928191                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Abuse GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC	Y		ZBV9707147	7/1/2016	7/1/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMPI/OP AGG \$3,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			AHV9706003	7/1/2016	7/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0			UHV970913303	7/1/2016	7/1/2017	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WCD0936040016	11/26/2016	11/26/2017	WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A B A	Professional Liability Management Liability Crime			L1VA966006 PHSD1049831 BMVA101342	7/1/2016 7/1/2016 7/1/2016	7/1/2017 7/1/2017 7/1/2017	\$1,000,000 \$1,000,000 \$510,000 \$3,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**  
Additional Named Insureds:  
Harbor Homes, Inc. - FID# 020351932  
Harbor Homes II, Inc.  
Harbor Homes III, Inc.  
Healthy at Homes, Inc. -FID# 043364080  
Milford Regional Counseling Service, Inc. -FID# 222512360  
See Attached...

<b>CERTIFICATE HOLDER</b>  State of New Hampshire Department of Health and Human Services 129 Pleasant St Concord NH 03301	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
-------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

AGENCY CUSTOMER ID: HARHO

LOC #: \_\_\_\_\_



### ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Eaton & Berube Insurance Agency, Inc.		NAMED INSURED Harbor Homes, Inc 45 High Street Nashua NH 03060	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

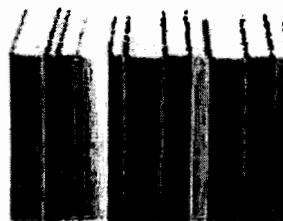
**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

Southern New Hampshire HIV/AIDS Task Force -FID# 020447280  
Welcoming Light, Inc. -FID# 020481648  
HH Ownership, Inc.  
Greater Nashua Council on Alcoholism dba Keystone Hall -FID# 222558859

# Web-Library

*An Internal Employee Resource Center*



**Home**

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**Greater Nashua Council on Alcoholism, Inc. (Keystone Hall)**

## **Mission Statement**

**To empower the chemically dependent person to  
Take responsibility toward recovery through  
Professional counseling in a caring environment**

## **Overview**

- **Greater Nashua area's only non-medical substance abuse detoxification/assessment center**
- **Uniquely geared to address needs for the homeless, uninsured and underinsured population**
- **Established in 1990 to serve both male and female clients**

[Back to Mission Statement and Overviews](#)

**GREATER NASHUA  
COUNCIL ON ALCOHOLISM**

**Financial Statements**

**For the Year Ended June 30, 2016**

**(With Independent Auditors' Report Thereon)**

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**Additional Offices:**

Andover, MA  
Greenfield, MA  
Manchester, NH  
Ellsworth, ME

**INDEPENDENT AUDITORS' REPORT**

To the Board of Directors of  
Greater Nashua Council on Alcoholism

**Report on the Financial Statements**

We have audited the accompanying financial statements of Greater Nashua Council on Alcoholism, which comprise the statement of financial position as of June 30, 2016, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

**Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

**Auditors' Responsibility**

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk



assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### **Opinion**

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Greater Nashua Council on Alcoholism, Inc. as of June 30, 2016, and the changes in net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

### **Report on Summarized Comparative Information**

We have previously audited Greater Nashua Council on Alcoholism, Inc.'s fiscal year June 30, 2015 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated December 10, 2015. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2015 is consistent, in all material respects, with the audited financial statements from which it has been derived.

### **Other Matters**

#### *Other Information*

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The supplementary information is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

### **Other Reporting Required by *Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated November 2, 2016 on our consideration of the Greater Nashua Council on Alcoholism's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Greater Nashua Council on Alcoholism's internal control over financial reporting and compliance.

*Melanson Heath*

November 2, 2016

GREATER NASHUA COUNCIL ON ALCOHOLISM

Statement of Financial Position

June 30, 2016

(With Comparative Totals as of June 30, 2015)

ASSETS

	<u>2016</u>	<u>2015</u>
Current Assets:		
Cash and cash equivalents	\$ 42,392	\$ 231,875
Accounts receivable, net	523,281	333,635
Prepaid expenses	<u>7,757</u>	<u>24,996</u>
Total Current Assets	573,430	590,506
Property and equipment, net of accumulated depreciation	5,689,122	5,817,672
Reserve for replacements	26,473	14,461
Deferred compensation plan assets	6,000	-
Debt issuance costs, net	<u>74,931</u>	<u>77,785</u>
Total Assets	<u>\$ 6,369,956</u>	<u>\$ 6,500,424</u>

LIABILITIES AND NET ASSETS

Current Liabilities:		
Accounts payable	\$ 48,800	\$ 29,921
Accrued expenses and other liabilities	165,379	209,003
Due to related organizations	125,152	183,625
Line of credit	182,402	47,902
Current portion of bonds and mortgages payable	<u>84,118</u>	<u>80,825</u>
Total Current Liabilities	605,851	551,276
Long Term Liabilities:		
Deferred compensation plan liability	6,000	-
Bonds payable, long term	3,744,196	3,824,539
Mortgages payable, deferred	<u>1,885,000</u>	<u>1,885,000</u>
Total Long Term Liabilities	5,635,196	5,709,539
Total Liabilities	6,241,047	6,260,815
Unrestricted Net Assets	<u>128,909</u>	<u>239,609</u>
Total Liabilities and Net Assets	<u>\$ 6,369,956</u>	<u>\$ 6,500,424</u>

The accompanying notes are an integral part of these financial statements.

GREATER NASHUA COUNCIL ON ALCOHOLISM

Statement of Activities

For the Year Ended June 30, 2016

(With Comparative Totals for the Year Ended June 30, 2015)

	<u>2016</u>	<u>2015</u>
Support and Revenue:		
Support:		
State of New Hampshire	\$ 32,500	\$ 106,591
Federal grants	1,323,636	1,391,460
Other grants	109,348	-
Contributions	16,700	145,610
Revenue:		
Client services:		
Medicaid	1,142,951	841,728
Medicare	-	3,206
Third party insurance	60,877	21,065
Client billings, net	46,522	38,634
Contracted services	177,633	7,367
Other income	1,630	20,048
Interest income	<u>48</u>	<u>20</u>
Total Support and Revenue	2,911,845	2,575,729
Expenses:		
Program services	2,602,708	2,079,135
General and administrative	385,731	406,278
Fundraising	<u>34,106</u>	<u>29,983</u>
Total Expenses	<u>3,022,545</u>	<u>2,515,396</u>
Change in Net Assets	(110,700)	60,333
Unrestricted Net Assets, Beginning of Year	<u>239,609</u>	<u>179,276</u>
Unrestricted Net Assets, End of Year	<u>\$ 128,909</u>	<u>\$ 239,609</u>

The accompanying notes are an integral part of these financial statements.

GREATER NASHUA COUNCIL ON ALCOHOLISM

Statement of Functional Expenses

For the Year Ended June 30, 2016

(With Comparative Totals for the Year Ended June 30, 2015)

	<u>Program Services</u>	<u>General and Administrative</u>	<u>Fundraising</u>	<u>2016 Total</u>	<u>2015 Total</u>
Advertising	\$ 2,985	\$ 109	\$ 48	\$ 3,142	\$ 1,770
Accounting fees	-	11,175	-	11,175	14,025
Client services	35,566	201	-	35,767	34,786
Client transportation	1,886	-	-	1,886	4,530
Conferences and conventions	1,661	169	-	1,830	264
Contract services	18,176	8,335	-	26,511	48,617
Depreciation	187,685	15,746	-	203,431	196,137
Employee benefits	198,636	63,198	2,168	264,002	213,726
Food	95,401	238	-	95,639	102,048
Garbage and trash removal	2,277	103	-	2,380	2,542
Grant expenses	-	-	-	-	73,980
Information technology	1,492	10,204	33	11,729	6,214
Insurance	18,262	891	-	19,153	20,223
Interest	-	1,564	-	1,564	1,676
Journals and publications	-	-	-	-	181
Legal fees	6,251	507	-	6,758	2,296
Membership dues	1,283	310	-	1,593	2,167
Miscellaneous	4,069	5,357	-	9,426	17,084
Mortgage interest	151,280	7,444	-	158,724	176,544
Office supplies	22,318	802	-	23,120	10,623
Operating and maintenance	83,364	3,908	-	87,272	56,852
Operational supplies	49,456	794	-	50,250	29,273
Payroll taxes	113,798	26,958	2,350	143,106	98,069
Postage	1,849	151	-	2,000	529
Professional fees	-	1,744	588	2,332	8,920
Rent	69,577	-	-	69,577	17,673
Salaries and wages	1,427,102	221,122	28,919	1,677,143	1,275,512
Staff development	11,158	-	-	11,158	4,557
Staff expenses	709	982	-	1,691	515
Staff travel	7,328	465	-	7,793	2,121
Telephone	6,770	230	-	7,000	3,774
Utilities	64,832	2,973	-	67,805	67,750
Vehicle expenses	17,537	51	-	17,588	20,418
<b>Total functional expenses</b>	<b>\$ <u>2,602,708</u></b>	<b>\$ <u>385,731</u></b>	<b>\$ <u>34,106</u></b>	<b>\$ <u>3,022,545</u></b>	<b>\$ <u>2,515,396</u></b>

The accompanying notes are an integral part of these financial statements.

GREATER NASHUA COUNCIL ON ALCOHOLISM

Statement of Cash Flows

For the Year Ended June 30, 2016

(With Comparative Totals as of June 30, 2015)

Cash Flows From Operating Activities:	<u>2016</u>	<u>2015</u>
Change in net assets	\$ (110,700)	\$ 60,333
Adjustments to reconcile change in net assets to net cash provided (used) by operating activities:		
Depreciation and amortization	203,431	198,278
Gain on disposal of fixed assets	(1,282)	-
(Increase) Decrease In:		
Accounts receivable	(189,646)	(111,284)
Prepaid expenses	17,239	(18,384)
Increase (Decrease) In:		
Accounts payable	18,878	(78,476)
Accrued expenses and other liabilities	<u>(40,768)</u>	<u>91,631</u>
Net Cash Provided (Used) By Operating Activities	(102,848)	142,098
Cash Flow From Investing Activities:		
Purchase of fixed assets	(73,599)	-
Change in reserve for replacements	<u>(12,012)</u>	<u>(1,395)</u>
Net Cash Used By Investing Activities	(85,611)	(1,395)
Cash Flows From Financing Activities:		
Change in due to related organizations	(58,473)	5,880
Proceeds from line of credit	213,500	51,403
Payments to line of credit	(79,000)	(3,500)
Principal payments on long term debt	(77,051)	-
Debt issuance costs, net	<u>-</u>	<u>(46,549)</u>
Net Cash Provided (Used) By Financing Activities	<u>(1,024)</u>	<u>7,234</u>
Net Increase (Decrease)	(189,483)	147,937
Cash and Cash Equivalents, Beginning of Year	<u>231,875</u>	<u>83,938</u>
Cash and Cash Equivalents, End of Year	<u>\$ 42,392</u>	<u>\$ 231,875</u>
Supplemental disclosures of cash flow information:		
Interest paid	<u>\$ 160,288</u>	<u>\$ 171,573</u>
Non-cash debt refinancing	<u>\$ -</u>	<u>\$ 3,930,523</u>

The accompanying notes are an integral part of these financial statements.

# GREATER NASHUA COUNCIL ON ALCOHOLISM

## Notes to the Financial Statements

### 1. **Organization:**

Greater Nashua Council on Alcoholism (the Organization) is a nonprofit organization providing recovery support services which are evidence-based, gender-specific, and culturally competent. The programs include residential, transitional housing, outpatient, intensive outpatient, family-based substance abuse services, pregnant and parenting women and children, and offender re-entry services initiative.

### 2. **Summary of Significant Accounting Policies:**

The following is a summary of significant accounting policies of the Organization used in preparing and presenting the accompanying financial statements.

#### Accounting for Contributions and Financial Statement Presentation

The Organization follows *Accounting for Contributions Received and Contributions Made* and *Financial Statements of Not-for-Profit Organizations* as required by the Financial Accounting Standards Board Accounting Standards Codification (FASB ASC). Under these guidelines, the Organization is required to distinguish between contributions that increase permanently restricted net assets, temporarily restricted net assets, and unrestricted net assets. It also requires recognition of contributions, including contributed services, meeting certain criteria at fair values. These reporting standards establish standards for financial statements of not-for-profit organizations and require a Statement of Financial Position, a Statement of Activities, a Statement of Functional Expenses, and a Statement of Cash Flows.

#### Basis of Accounting

Revenues and expenses are reported on the accrual basis of accounting. Under this basis, revenues, other than contributions, and expenses are reported when incurred, without regard to the date of receipt or payment of cash. Contributions are reported in accordance with FASB ASC *Accounting for Contributions Received and Contributions Made*.

### Restricted and Unrestricted Revenue

Contributions that are restricted by the donor are reported as increases in unrestricted net assets if the restrictions expire (that is, when a stipulated time restriction ends or purpose restriction is accomplished) in the reporting period in which the revenue is recognized. All other donor-restricted contributions are reported as increases in temporarily or permanently restricted net assets, depending on the nature of the restrictions. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the Statement of Activities as net assets released from restrictions.

### Cash and Cash Equivalents

For purposes of the Statement of Cash Flows, the Organization considers all highly liquid investments with an initial maturity of three months or less to be cash equivalents.

### Allowance for Doubtful Accounts

The adequacy of the allowance for doubtful accounts for receivables is reviewed on an ongoing basis by the Organization's management and adjusted as required through the provision for doubtful accounts (bad debt expense). In determining the amount required in the allowance account for the year ended June 30, 2016, management has taken into account a variety of factors.

### Property, Equipment and Depreciation

Property and equipment is recorded at cost or, if donated, at estimated fair market value at the date of donation. Major additions and improvements are capitalized, while ordinary maintenance and repairs are charged to expense. Depreciation is provided using the straight-line method over the estimated useful lives of the related assets. Assets not in service are not depreciated.

### Functional Expenses

The costs of providing various programs and activities have been summarized on a functional basis in the Statement of Activities and in the Statement of Functional Expenses. Accordingly, certain costs have been allocated among the programs and supporting services benefited.



### Donated Services

The Organization receives donated services from a variety of unpaid volunteers assisting the Organization in its programs. No amounts have been recognized in the accompanying Statement of Activities because the criteria for recognition of such volunteer effort under generally accepted accounting principles have not been satisfied.

Contributions of donated services that create or enhance nonfinancial assets or that require specialized skills, are provided by individuals possessing those skills, and would typically need to be purchased if not provided by donation, are recorded at their fair values in the period received.

### Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Accordingly, actual amounts could differ from those estimates.

### Tax Status

Greater Nashua Council on Alcoholism is exempt from federal income tax under Section 501(a) of the Internal Revenue Code as an organization described in Section 501(c)(3). The Organization has also been classified as an entity that is not a private foundation within the meaning of Section 509(a) and qualifies for deductible contributions.

The Organization follows FASB ASC 740-10, *Accounting for Uncertainty in Income Taxes*, which clarifies the accounting for uncertainty in income taxes and prescribes a recognition threshold and measurement attribute for financial statement recognition and measurement of tax positions taken or expected to be taken in a tax return. FASB ASC 740-10 did not have a material impact on the Organization's financial statements.

The Organization's Federal Form 990 (Return of Organization Exempt From Income Tax) is subject to examination by the IRS, generally for three years after they were filed.

The Organization recognizes interest related to unrecognized tax benefits in interest expense and penalties that are included within reported expenses. During the year ended June 30, 2016, the Organization had no interest or penalties accrued related to unrecognized tax benefits.

### Reclassifications

Certain accounts in the prior-year financial statements have been reclassified for comparative purposes to conform with the presentation in the current-year financial statements.

### **3. Concentration of Credit Risk - Cash and Cash Equivalents:**

The carrying amount of the Organization's deposits with financial institutions was \$68,865 and \$246,336 at June 30, 2016 and 2015, respectively. The difference between the carrying amount and the bank balance represents reconciling items such as deposits in transit and outstanding checks, which have not been processed by the bank. The bank balance is categorized as follows:

	<u>2016</u>	<u>2015</u>
Insured by FDIC	\$ <u>112,961</u>	\$ <u>265,213</u>
Total Bank Balance	\$ <u><u>112,961</u></u>	\$ <u><u>265,213</u></u>

### **4. Accounts Receivable, Net:**

Accounts receivable at June 30, 2016 consists of the following:

	<u>Receivable</u>	<u>Allowance</u>	<u>Net</u>
Grants	\$ 359,402	\$ -	\$ 359,402
Medicaid	103,548	(25,887)	77,661
Client	40,007	-	40,007
Third party insurance	5,000	-	5,000
Other	<u>41,211</u>	<u>-</u>	<u>41,211</u>
Total	\$ <u><u>549,168</u></u>	\$ <u><u>(25,887)</u></u>	\$ <u><u>523,281</u></u>

**5. Property, Equipment and Depreciation:**

A summary of the major components of property and equipment is presented below:

	<u>2016</u>	<u>2015</u>
Land	\$ 742,500	\$ 742,500
Land improvements	1,743	1,743
Building	5,646,560	5,646,560
Building improvements	26,066	22,637
Computer equipment	11,524	11,276
Furniture and fixtures	39,628	34,511
Software	44,305	-
Vehicles	<u>42,797</u>	<u>22,297</u>
Subtotal	6,555,123	6,481,524
Less: accumulated depreciation	<u>(866,001)</u>	<u>(663,852)</u>
Total	<u>\$ 5,689,122</u>	<u>\$ 5,817,672</u>

Depreciation expense for the years ended June 30, 2016 and 2015 totaled \$203,431 and \$196,137, respectively.

The estimated useful lives of the depreciable assets are as follows:

<u>Assets</u>	<u>Years</u>
Land improvements	15
Building and improvements	30
Equipment	5
Furniture and fixtures	5 - 7
Software	3
Vehicles	5

**6. Reserve for Replacements:**

Reserve for replacements consists of funds required to be used for the replacement of property, with prior approval by the New Hampshire Housing Finance Authority.

**7. Accrued Expenses and Other Liabilities:**

Accrued expenses and other liabilities consist of the following:

	<u>2016</u>	<u>2015</u>
Accrued payroll and related liabilities	\$ 155,716	\$ 203,828
Accrued interest	5,175	5,175
HSA liability	<u>4,488</u>	<u>-</u>
Total	<u>\$ 165,379</u>	<u>\$ 209,003</u>

**8. Due to Related Organizations:**

Due to related organizations represents short-term liabilities due to related entities whereby common control is shared with the same Board of Directors. The related organizations and their balances at June 30, 2016 are as follows:

	<u>2016</u>	<u>2015</u>
Current:		
Harbor Homes, Inc.	\$ 88,464	\$ 56,975
Healthy at Home, Inc.	14,210	96,280
Milford Regional Counseling Services	406	3,863
Southern New Hampshire HIV/AIDS Task Force	<u>22,072</u>	<u>26,507</u>
Total	<u>\$ 125,152</u>	<u>\$ 183,625</u>

**9. Line of Credit:**

At June 30, 2016, the Organization had \$250,000 of credit available from Merrimack County Savings Bank due September 11, 2016, secured by all assets. The Organization is required, at a minimum, to make monthly interest payments to Merrimack County Savings Bank. As of June 30, 2016, the credit line had an outstanding balance of \$182,402 at an interest rate of 4.50%.

**10. Bonds Payable:**

Bonds payable as of June 30, 2016 were as follows:

\$3,963,900 in New Hampshire Health and Education Facilities Authority bonds, dated September 15, 2014, due in monthly installments of \$19,635, including principal and interest at 4.00%, maturing in 2042, secured by real property, guaranteed by Harbor Homes, Inc.	\$ <u>3,828,314</u>
Total	3,828,314
Less amount due within one year	<u>(84,118)</u>
Long term debt, net of current portion	\$ <u><u>3,744,196</u></u>

The following is a summary of future payments on the previously mentioned long-term debt.

<u>Year</u>	<u>Amount</u>
2017	\$ 84,118
2018	87,594
2019	91,163
2020	94,490
2021	97,727
Thereafter	<u>3,373,222</u>
Total	\$ <u><u>3,828,314</u></u>

**11. Mortgages Payable, Deferred:**

The Organization received special financing as partial funding for a new building. These notes are interest free for thirty years with principal payments calculated annually at the discretion of the lender. Certain covenants apply related to eligibility and use of the mortgaged property. The balance of these notes at June 30, 2016 is as follows:

- Federal Home Loan Bank of Boston – Affordable Housing Program \$385,000
- New Hampshire Housing Finance Authority \$1,500,000

**12. Transactions with Related Parties:**

The Organization offers counseling services to the clients of related organizations. These services are provided whenever requested.

The Organization receives janitorial and maintenance services performed by clients of Harbor Homes, Inc., a related organization. The Organization also receives payroll services from the related organization.

The Organization rents space from Harbor Homes, Inc., a related organization. Rent expense for the year under this agreement was approximately \$17,000.

The Organization is considered a commonly controlled organization with several related entities by way of its common board of directors. However, management feels that the principal prerequisites for preparing combined financial statements are not met, and therefore more meaningful separate statements have been prepared.

**13. Net Assets Released from Restriction:**

There were no restricted net assets during the year ended June 30, 2016 and, as a result, no net assets were released from restrictions.

**14. Retirement Plan:**

After one year of continuous service with the Organization, employees may contribute a portion of their wages to a Section 403(b) retirement plan. The Organization matches a percentage of the employee contribution based on years of service. Total matching contributions paid by the Organization for the years ended June 30, 2016 and 2015 were \$40,736 and \$39,674, respectively.

**15. Concentration of Risk:**

A material part of the Organization's revenue is dependent upon support from the State of New Hampshire and Medicaid, the loss of which would have a materially adverse effect on the Organization. During the year ended June 30, 2016, the State of New Hampshire accounted for 44% and Medicaid accounted for 39% of total revenues.

## 16. Fair Value Measurements:

FASB ASC, *Fair Value Measurements*, provides guidance for using fair value to measure assets and liabilities. *Fair Value Measurements* applies whenever other standards require or permit assets or liabilities to be measured at their fair market value. The standard does not expand the use of fair value in any new circumstances. Under *Fair Value Measurements*, fair value refers to the price that would be received from the sale of an asset or paid to transfer a liability in an orderly transaction between market participants as of the measurement date. *Fair Value Measurements* clarifies the principle that fair value should be based on the assumptions market participants would use when pricing the asset or liability and establishes a fair value hierarchy that prioritizes the information used to develop those assumptions.

Under *Fair Value Measurements*, the Organization categorizes its fair value estimates based on a hierarchical framework associated with three levels of price transparency utilized in measuring financial instruments at fair value. Classification is based on the lowest level of input that is significant to the fair value of the instrument. The three levels are as follows:

- Level 1 - Quoted prices (unadjusted) in active markets for identical assets or liabilities that the reporting entity has the ability to access at the measurement date. The types of financial instruments included in Level 1 are highly liquid instruments with quoted prices;
- Level 2 - Inputs from active markets, other than quoted prices for identical instruments, are used to model fair value. Significant inputs are directly observable from active markets for substantially the full term of the asset or liability being valued; and
- Level 3 - Pricing inputs significant to the valuation are unobservable. Inputs are developed based on the best information available; however, significant judgment is required by management in developing the inputs.

The estimated fair value of the Organization's financial instruments is presented in the following table:

	Carrying Value	Fair Value	Level One	Level Two	Level Three
Line of credit	\$ 182,402	\$ 182,402	\$ -	\$ 182,402	\$ -
Bonds payable	3,828,314	3,828,314	-	3,828,314	-
Mortgages payable, deferred	1,885,000	1,885,000	-	1,885,000	-
Due to related organizations	<u>125,152</u>	<u>125,152</u>	<u>-</u>	<u>-</u>	<u>125,152</u>
Total liabilities	<u>\$ 6,020,868</u>	<u>\$ 6,020,868</u>	<u>\$ -</u>	<u>\$ 5,895,716</u>	<u>\$ 125,152</u>

The carrying amounts of cash and cash equivalents approximate fair value because of the short maturity of those financial instruments.

Fair Value Measurements  
Using Significant Unobservable Inputs  
Level Three

	<u>Due to related organization</u>
Beginning balance June 30, 2015	\$ 183,625
Advances	298,021
Reductions	<u>(356,494)</u>
Ending balance June 30, 2016	<u>\$ 125,152</u>

**17. Subsequent Events:**

In accordance with the provisions set forth by FASB ASC, Subsequent Events, events and transactions from July 1, 2016 through November 2, 2016, the date the financial statements were available to be issued, have been evaluated by management for disclosure. Management has determined that there were no material events that would require disclosure in the Organization's financial statements through this date.



GREATER NASHUA COUNCIL ON ALCOHOLISM  
Schedule of Program Services Expenses  
For the Year Ended June 30, 2016

	28 Day Residential CAMHRT	90 Day Residential CAMHRT	Cites Call Center	Cyrus Day Family Center CMH/RT	Drug Court - Rockingham County	Federal Probation	HUD Transitional Living	Incarceration - JOP	Incarceration - OP	Infrastructure Staff	Intensive Outpatient	Outpatient	Project Hope	Rapid Rehousing	Recovery Support	Non CHHS	Total	General and Administration	Fundations	Total Expenses
Advertising fees	\$ 369	\$ 419	\$ 1,095	\$ 854	\$ 200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9	\$ 9	\$ -	\$ -	\$ -	\$ -	\$ 2,985	\$ 109	\$ 48	\$ 3,142
Accounting fees	2,504	3,140	-	25,392	286	-	-	91	-	-	102	342	3,650	-	-	-	11,175	11,175	-	35,767
Client transportation	302	426	-	797	-	-	-	-	-	-	-	100	-	-	-	-	1,898	201	-	1,898
Conferences and conventions	200	337	-	302	-	-	-	-	-	-	-	225	-	-	-	-	1,891	169	-	1,891
Contract services	200	109	4	418	10,100	-	-	-	-	-	-	7,255	-	-	-	-	18,176	8,335	-	26,511
Depreciation	67,632	22,568	369	96,382	5,523	173	68	7,028	564	318	318	2,300	167	306	-	-	187,685	15,746	2,188	203,431
Employee benefits	56,595	19,729	4,087	50,399	5,523	173	592	7,028	564	12,937	26,836	2,300	167	306	-	-	198,636	83,198	2,188	284,002
Food	29,024	9,774	-	56,263	7	-	283	-	-	40	40	-	-	-	-	-	55,401	238	-	56,639
Garbage and trash removal	809	272	4	1,166	-	-	8	-	-	9	9	-	-	-	-	-	2,277	103	-	2,380
Information technology	163	180	7	381	-	-	6	-	741	-	85	-	-	-	-	-	1,492	10,204	33	11,728
Insurance	6,528	2,178	18	9,362	-	-	-	-	-	-	-	-	-	-	-	-	18,262	891	-	19,153
Interest	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	6,251	1,564	-	7,815
Legal fees	-	-	-	-	5,876	-	-	275	-	-	-	-	-	-	-	-	6,151	507	-	6,658
Membership dues	314	311	-	656	-	-	-	-	-	-	-	-	-	-	-	-	1,281	170	-	1,451
Miscellaneous	459	184	2	2,143	386	-	-	-	-	31	52	-	-	-	-	-	4,089	5,371	-	9,426
Mortgage interest	54,027	18,308	312	77,918	3,481	-	591	-	-	1,983	1,983	409	-	-	-	-	151,280	7,444	-	158,724
Office supplies	20,543	9,658	290	7,518	875	-	43	1,982	-	1,388	1,388	409	-	-	-	-	22,318	802	-	23,120
Office maintenance	10,260	4,568	98	42,583	4,979	-	30	-	-	1,285	1,285	9	-	-	-	-	83,364	3,908	-	87,272
Operational supplies	28,421	9,568	4,072	29,577	7,046	134	287	2,997	675	9,599	13,644	6,511	568	299	-	-	113,798	26,568	2,350	143,106
Payroll taxes	567	272	-	942	10	-	-	-	-	49	49	-	-	-	-	-	1,849	151	-	2,000
Postage	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,744	568	2,332
Professional fees	-	-	-	-	15,400	-	-	-	-	10,640	10,640	-	-	33,897	-	-	69,577	-	-	69,577
Rent	350,327	117,564	47,361	375,294	90,589	1,837	3,539	36,230	8,871	122,771	181,427	80,346	-	7,047	3,409	-	1,427,102	221,122	28,919	1,677,143
Salaries and wages	981	-	1,092	1,690	3,521	-	-	460	-	106	1,694	-	-	-	-	-	11,158	1,092	-	12,250
Staff development	111	133	-	332	50	-	-	83	-	929	929	300	-	-	-	-	7,398	462	-	8,262
Staff expenses	480	469	3	1,148	1,612	-	-	328	-	214	214	40	1,100	-	-	-	6,770	230	-	7,000
Staff travel	1,772	656	160	2,501	1,335	-	146	135	-	214	214	-	-	-	-	-	64,832	2,873	-	67,005
Telephone	1,062	15,331	80	3,333	614	-	-	-	-	38	38	-	-	-	-	-	17,537	51	-	17,588
Utilities	5,362	1,193	-	9,337	-	-	-	-	-	-	-	-	-	-	946	-	17,537	51	-	17,588
Vehicle expenses	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total program services expenses</b>	<b>\$ 688,977</b>	<b>\$ 241,103</b>	<b>\$ 68,821</b>	<b>\$ 854,122</b>	<b>\$ 152,229</b>	<b>\$ 2,144</b>	<b>\$ 5,650</b>	<b>\$ 49,609</b>	<b>\$ 10,600</b>	<b>\$ 2,355</b>	<b>\$ 180,543</b>	<b>\$ 240,612</b>	<b>\$ 101,194</b>	<b>\$ 41,779</b>	<b>\$ 4,980</b>	<b>\$ -</b>	<b>\$ 2,602,708</b>	<b>\$ 385,731</b>	<b>\$ 34,106</b>	<b>\$ 3,022,545</b>

See Independent Auditors' Report.

GREATER NASHUA COUNCIL ON ALCOHOLISM

Schedule of Program Services Expenses

For the Year Ended June 30, 2015

	28 Day Residential CMM/IRT	90 Day Residential CML/IRT	Access To Recovery	Cynthia Day Family Center CM/IRT	HUD Transitional Living	Intensive Outpatient	Outpatient	Passthrough	Project Hope	Rapid Rehousing	Other	Total
Advertising	\$ 256	\$ 463	\$ 2	\$ 849	\$ 57	\$ 46	\$ 40	\$ -	\$ -	\$ -	\$ 9	\$ 1,722
Client services	1,454	1,894	-	30,169	641	165	265	-	50	-	33	34,671
Client transportation	212	1,678	200	1,936	401	101	1	-	-	-	-	4,529
Conferences and conventions	22	41	1	73	3	4	3	-	-	-	1	148
Contract services	5,509	10,009	71	18,258	1,142	987	1,924	-	5,813	-	202	43,915
Depreciation	29,902	43,343	213	95,066	10,269	5,197	4,404	-	-	-	1,102	189,496
Employee benefits	26,648	36,823	210	55,314	2,348	11,036	23,786	-	226	-	1,108	157,532
Food	11,767	15,712	-	51,057	23,425	11	50	-	-	-	2	102,024
Garbage and trash removal	373	681	3	1,223	57	70	61	-	-	-	14	2,482
Grant expenses	-	20	-	-	-	-	-	73,960	-	-	-	73,960
Information technology	156	268	1	513	24	29	26	-	-	-	6	1,023
Insurance	2,216	4,057	17	7,274	338	415	363	-	-	-	84	14,764
Journals and publications	27	49	-	87	4	5	4	-	-	-	1	177
Legal fees	412	622	-	622	-	-	-	-	-	-	-	1,447
Membership dues	229	419	-	752	35	44	38	-	-	-	9	1,526
Miscellaneous	528	3,902	-	777	221	63	704	-	2,118	-	17	8,330
Mortgage interest	11,551	21,153	133	37,916	1,759	2,143	1,871	-	-	-	437	76,963
Office supplies	1,141	2,063	5	3,800	271	259	2,538	-	270	-	41	10,388
Operating and maintenance	7,197	14,205	46	27,201	3,196	1,514	1,396	-	-	-	306	55,021
Operational supplies	3,567	5,230	14	14,488	5,373	176	235	-	-	-	36	29,119
Payroll taxes	14,889	17,541	171	31,019	695	9,622	13,151	-	3,251	198	575	91,112
Postage	66	120	-	216	10	13	61	-	-	-	3	489
Professional fees	1,307	2,393	6	4,291	199	247	216	-	-	-	50	8,709
Rent	-	-	-	-	-	-	14,000	-	-	3,673	-	17,673
Salaries and wages	166,016	208,807	1,726	349,011	5,251	119,960	196,978	-	38,902	2,151	6,864	1,055,666
Staff development	431	693	3	1,305	222	187	1,560	-	-	-	11	4,412
Staff travel	194	346	2	654	313	33	70	-	380	-	7	1,999
Telephone	490	896	1	1,608	75	93	286	-	-	-	19	3,468
Utilities	9,927	18,182	85	32,589	1,513	1,855	1,621	-	-	-	377	66,149
Vehicle expenses	1,911	2,675	10	14,846	329	204	184	-	-	-	42	20,201
<b>Total program services expenses</b>	<b>\$ 298,398</b>	<b>\$ 414,076</b>	<b>\$ 2,920</b>	<b>\$ 782,914</b>	<b>\$ 58,131</b>	<b>\$ 154,479</b>	<b>\$ 225,836</b>	<b>\$ 73,960</b>	<b>\$ 51,010</b>	<b>\$ 6,055</b>	<b>\$ 11,356</b>	<b>\$ 2,079,135</b>

See Independent Auditors' Report.

**HARBOR HOMES, INC. AND AFFILIATES BOARD OF DIRECTORS**

(Harbor Homes, Inc., HH Ownership, Inc., Welcoming Light, Inc., Healthy At Home, Inc., Milford Regional Counseling Services, Inc., Greater Nashua Council on Alcoholism, Inc., Southern NH HIV Task Force)

David Aponovich - (6/19)

[REDACTED]

**Asst. Treasurer**  
- (Chair, Finance Committee)  
- (Facilities Committee)  
- (Executive Committee)

[REDACTED]

John Elsten - (6-18)

[REDACTED]

- (RDP Committee)

[REDACTED]

Jack Balcom - (6/18)

[REDACTED]

- (Facilities Committee)

[REDACTED]

Nathan Goodwin - (6-19)

[REDACTED]

- (Governance Committee)  
- (RDP Committee)

[REDACTED]

Vincent Chamberlain - (6/18)

[REDACTED]

[REDACTED]

Joel Jaffe - (6-19)

[REDACTED]

**Asst. Secretary**  
- (Executive Committee)

[REDACTED]

Kathy Costa - (6/18)

[REDACTED]

**Secretary**  
- (Finance Committee)

[REDACTED]

Lynn King - (6-19)

[REDACTED]

**Chair of the Board**  
- (Chair, RDP Committee)

[REDACTED]

Dr. Vijay Dav'e - (6/18)

[REDACTED]

- (HCC Oversight Committee)

[REDACTED]

Ed McDonough - (6/19)

[REDACTED]

[REDACTED]

Laurie Des Rochers - (6-18)

[REDACTED]

- (Facilities Committee)

[REDACTED]

Naomi Moody - (6/19)

[REDACTED]

- (Ade Moody Fund Annual Fundraising Campaign)

[REDACTED]

Phil Duhaime - (6-19)

[REDACTED]

- (Governance Committee)  
- (Executive Committee)

[REDACTED]

Rick Plante - (6-19)

[REDACTED]

- (Chair, Facilities Committee)  
- (RDP Committee)

[REDACTED]

**HARBOR HOMES, INC. AND AFFILIATES BOARD OF DIRECTORS**

(Harbor Homes, Inc., HH Ownership, Inc., Welcoming Light, Inc., Healthy At Home, Inc., Milford Regional Counseling Services, Inc., Greater Nashua Council on Alcoholism, Inc., Southern NH HIV Task Force)

Phil Richard - [REDACTED]

- (Facilities Committee)
- (Chair, Governance Committee)

Dan Sallet - [REDACTED]

**Treasurer**

- (Finance Committee)

Trent Smith - (6/18)

**Vice Chair**

- (Chair Executive Committee)
- (Chair, HCC Oversight Committee)
- (RDP Committee)

**PETER J. KELLEHER, CCSW, LICSW**

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**PROFESSIONAL EXPERIENCE**

- 2006-Present** President & CEO, Southern NH HIV Task Force
- 2002-Present** President & CEO, GNCA, Inc. Nashua, NH
- 1997-Present** President & CEO, Healthy At Home, Inc., Nashua, NH
- 1995-Present** President & CEO, Milford Regional Counseling Services, Inc., Milford, NH
- 1993-Present** President & CEO, Welcoming Light, Inc., Nashua, NH
- 1982-Present** President & CEO, Harbor Homes, Inc., Nashua, NH  
Currently employed as chief executive officer for nonprofit corporation (and affiliates) providing residential, supported employment, and social club services for persons with long-term mental illness and/or homeless. Responsible for initiation, development, and oversight of 33 programs comprising a \$10,000,000 operating budget; proposal development resulting in more than \$3,000,000 in grants annually; oversight of 330 management and direct care professionals.
- 2003-2006** Consultant  
Providing consultation and technical assistance throughout the State to aid service and mental health organizations
- 1980 - 1982** Real Estate Broker, LeVaux Realty, Cambridge, MA  
Successful sales and property management specialist.
- 1979 - 1980** Clinical Coordinator, Task Oriented Communities, Waltham, MA  
Established and provided comprehensive rehabilitation services to approximately 70 mentally ill/mentally retarded clients. Hired, directly supervised, and trained a full-time staff of 20 residential coordinators. Developed community residences for the above clients in three Boston suburbs. Provided emergency consultation on a 24-hour basis to staff dealing with crisis management in six group homes and one sheltered workshop. Administrative responsibilities included some financial management, quality assurance, and other accountability to state authorities.
- 1978 - 1979** Faculty, Middlesex Community College, Bedford, MA  
Instructor for an introductory group psychotherapy course offered through the Social Work Department.
- 1977 - 1979** Senior Social Worker/Assistant Director, Massachusetts Tuberculosis Treatment Center II, a unit of Middlesex County Hospital, Waltham, MA  
Functioned as second in command and chief clinical supervisor for eight interdisciplinary team members, and implemented a six-month residential program for individuals afflicted with recurring tuberculosis and alcoholism. Provided group and individual therapy, rehabilitation training.
- 1976** Social Worker, Massachusetts Institute of Technology, Out-Patient Psychiatry, Cambridge, MA  
Employed in full-time summer position providing out patient counseling to individuals and groups of the MIT community.
- 1971 - 1976** Program Counselor/Supervisor, Massachusetts Institute of Technology, MIT/Wellesley College Upward Bound Program, Cambridge and Wellesley, MA  
Major responsibilities consisted of psycho educational counseling of Upward Bound students, supervision of tutoring staff, teaching, conducting evaluative research for program policy development.

**EDUCATIONAL EXPERIENCE**

- 1975 - 1977** Simmons College School of Social Work, Boston, MA  
Cambridge-Somerville Community Mental Health Program, MSW
- 1971 - 1975** Clark University, Worcester, MA. Received Bachelor of Arts Degree in Psychology

**LICENSES AND CERTIFICATIONS**

- 1979** Licensed Real Estate Broker - Massachusetts
- 1989** Academy of Certified Social Workers - NASW
- 1990** Licensed Independent Clinical Social Worker - Massachusetts
- 1994** State of New Hampshire Certified Clinical Social Worker, MA LICSW

**PLACEMENTS**

- 1976 - 1977** Cambridge Hospital, In-Patient Psychiatry, Cambridge, MA  
Individual, group, and family counseling to hospitalized patients.
- 1975 - 1976** Massachusetts Institute of Technology, Social Service Department, Cambridge, MA  
Similar to above.

**FIELD SUPERVISION**

- 1983 - 1984** Antioch/New England Graduate School, Department of Professional Psychology, Keene, NH
- 1983 - 1984** Rivier College, Department of Psychology, Nashua, NH
- 1990 - 1991** Rivier College, Department of Psychology, Nashua, NH
- 1978 - 1979** Middlesex Community College, Social Work Associates Program, Bedford, MA

**AWARDS**

- Valedictorian Award received at high school graduation;
- National Institute of Mental Health Traineeship in Social Work
- University of New Hampshire Community Development 2003 Community Leader of the Year
- NAMI NH 2007 Annual Award for Systems Change
- Peter Medoff AIDS Housing Award 2007

**MEMBERSHIPS**

Former Chair, Governor's State Interagency Council on Homelessness/New Hampshire Policy Academy  
Former Chair, Greater Nashua Continuum of Care  
National Association of Social Workers  
Board Member, Greater Nashua Housing & Development Foundation, Inc.  
Former Member, Rotary Club, Nashua, NH

Patricia A. Robitaille, CPA

TEL:

## **PROFILE**

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- 12 years experience in Public Accounting
- Management experience
- Diversified industry exposure
- Counselor and mentor
- Training experience
- Knowledge of multiple computer programs
- Excellent client rapport
- Tax preparation experience

## **PROFESSIONAL EXPERIENCE**

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Jan. 2009-Present *Vice President of Finance* Harbor Homes, Inc. and Affiliates

Jan. 2007 – Oct. 2008 *Audit Manager* Ernst Young LLP, Manchester, NH

- Managed audits of private corporations with revenues up to \$200 million
- Assisted as manager of audits for public corporations with revenues up to \$400 million
- Reviewed and assisted preparation of financial statements, 10Q quarterly filings and 10K annual filings
- Analyzed and reviewed internal control under Section 404 of the Sarbanes Oxley Act
- Prepared management comments in conjunction with material weakness or significant deficiencies

Jun. 1997 – Jan. 2007 *Audit Supervisor* Melancon Heath & Company, P.C., Nashua, NH

- Supervise/train various teams for commercial, not-for-profit, and municipal audits and agreed upon procedures
- Audit services include balance sheet reconciliation including inventory control
- Preparation and presentation of financial statements
- Preparation of management comment letters for internal quality improvement
- Assist clients with all aspects of accounting
- Preparation of budgets and cash forecasting
- Consulting services to clients including maximization of profits
- Extensive corporate tax preparation experience

1995 – 1997 *Accounting/Office Manager* Hammar Hardware Company, Nashua, NH

- Management of a five-person staff
- Oversight accounts receivable, accounts payable and general ledger reconciliation
- Responsible for inventory management, preparation for year-end audit and collaboration with external auditors
- Prepared monthly internal financial statements
- Responsible for payroll including quarterly and year-end reporting

## **EDUCATION**

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**1988-1991 Rivier College, Nashua, NH – Bachelor of Science, Accounting**

## **OTHER ACHIEVEMENTS**

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**Licensed Certified Public Accountant in the State of New Hampshire  
Member of the New Hampshire Society of Certified Public Accountants  
Member of the American Institute of Certified Public Accountants**

## **SOFTWARE EXPERIENCE**

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**Excel, Word, Powerpoint, Pro-Fx Tax software, Pro-Fx Trial balance software, Quickbooks,  
Pachman, T-Values, various auditing software programs**



**Annette Escalante, MSW, LADC**

To locate a position where I can utilize my skills and experience to develop programs and services for the economically disadvantaged.

Undergraduate Degree: Springfield College, BA  
Graduate Degree: University of New Hampshire, MSW  
Currently working towards LICSW

Major: Human Services  
Major: Social Work

**Licensed Alcohol Drug Counselor (LADC)**

**State of New Hampshire**

**Areas of Experience:**

- Substance Abuse
- HIV/AIDS
- Domestic Violence/ Rape Crisis
- Outreach to Sex Workers
- Detoxification Programs
- Correctional Institutions
- Culturally Diverse Populations
- Federally Funded Programs
- Gender Specific Programming for Women

**Skill Sets:**

- Budget Development
- Grant Writing/Report Management
- Program Planning and Evaluation
- Regulatory Compliance
- Policy and Procedure Development
- Supervisory Experience
- Program Development
- Group, Family and Individual Counseling
- Community Networking
- Volunteer Coordination

7/09-Present: Vice President  
Keystone Hall, Nashua, NH

In this position, my responsibilities include:

- Oversight of all clinical and administration programs and personnel.
- Develop and supervise provisions of all clinical records and programs offered by the Agency.
- Work in conjunction with CEO to establish goals and plans for long-term financial and clinical success of the Agency.
- Manage overall budgets, funding sources and accounting to ensure integrity and compliance with regulations.
- Maintain personnel records.
- Grant and proposal writing.
- Maintain compliance with federal, state, and local regulations.
- Screen, train, and supervise existing and new staff to develop and build an effective organization.
- Perform staff job performance evaluations.
- Build and maintain effective relationships with government agencies, service providers, community partners, volunteers, and philanthropic organizations.
- Maintain a high level of professional and ethical standards.
- Any and all other duties as assigned by the CEO.

**11/2007-7/09: Administrator of Women Offenders and Family Services**

**New Hampshire Department of Corrections-Commissioner's Office, Concord, NH.**

**In this position, my responsibilities included:**

- Responsible for programming and services for women offenders in the state adult correctional system including probation, parole, and state correctional facilities.
- Established and implemented a Co-Occurring program (PTSD and Substance Abuse) for female offenders at the New Hampshire State Prison for Women.
- Establishing goals and objectives for state correctional systems within the framework of the department's philosophy, including planning, organizing, implementing, directing and monitoring state gender-responsive programs and services, as well as developing policies, procedures, and standards for the provision of such programs and services.
- Write standards for, execute, and monitor all non-clinical contracts with service providers who work exclusively with women offenders.
- Review and provide feedback on an ongoing basis on all clinical contracts and services for women offenders regarding consistency with contract language and gender-responsive principles.
- Establish and coordinate partnerships, and maintain working relationships within the department of health and human services, with other government agencies, with communities, and with community-based organizations, volunteers, advocacy groups, the academic community, and other external stakeholders.
- Developed and implemented a Trauma Training for the New Hampshire Department of Corrections Academy. Currently working on Trauma Training for the New Hampshire Police Academy.
- Provide technical assistance to the women's facility warden and field managers regarding issues related to women offenders and gender-responsive programs, services, and practices.
- Provide input regarding necessary data collection and evaluation to measure effective programming and supervision of women offenders.
- Consult with and provide input with other directors regarding appropriate levels of staffing in both the field and institutions responsible for the management of women offenders.
- Confer with and make recommendations to the commissioner regarding women offender supervision and services, oversee the planning, development, and implementation of training guidelines for staff working with women offenders, and recommend changes in duties assigned to casework and security staff who work with women offenders.
- Act as a resource in cases of staff sexual misconduct involving women offenders and provide input into personnel actions for addressing misconduct involving staff who work with women offenders and misconduct involving women offenders.
- Prepare budget recommendations regarding women offenders' program services consistent with the departmental budget cycle. Engage in budget formation, grant applications, and resource allocation activities related to women offenders as assigned.
- Act as liaison to the Interagency coordinating council for women offenders and the department of corrections.

**2009: Springfield College**

**Adjunct Professor**

**In this per diem position, my responsibilities include:**

- Teaching graduate and undergraduate course.
- Courses include Family Therapy and Cultural Diversity, Addiction Studies and Mental Health Practicum.
- Serving as a field advisor for students.

**11/2008-current: Therapist**

**RTT Associates-Manchester, NH**

**In this per diem position, my responsibilities include:**

- Provide individual counseling for men and women to deal with substance abuse and mental health issues weekly using Motivational Interviewing, Behavioral Therapy and Cognitive Behavioral Therapy.
- Provide LADC evaluations.
- Provide assessments.
- Provide recommendations to courts and other referrals sources and coordinate care with mental health providers.

**5/1999-present; Impaired Driver Intervention Program Instructor**

**Serenity Place, Manchester, NH**

**In this per diem position, my responsibilities include:**

- Provide 20 hours of alcohol and other drug education classes to mandated clients for first offense Driving While Intoxicated (DWI).
- Provide Spanish speaking classes.
- Provide exit interviews to determine license eligibility.

**9/2005-11/2007: Correctional Counselor/Case Manager-Changed to Program Coordinator**  
**New Hampshire Department of Corrections, Goffstown, NH**

**In collaboration with other management staff, my job responsibilities include creation and implementation of a gender specific trauma informed programs for female offenders. My other job responsibilities include:**

- Evaluate substance abuse program for successful outcomes and to ensure best practice criteria are met.
- Supervise substance abuse programs for female offenders at NH State Prison for Women and Shea Farm Transitional Housing Unit.
- Supervision of Counselor/Case Managers at the Women's Prison and Shea Farm.
- Responsibility for Program Development and Assessment.
- Supervision of MSW Interns and volunteers.
- Responsible for assuring substance abuse programs for female offenders are in compliance with ACA guidelines.
- Provide intake, assessments, LADC evaluations, treatment recommendations, consultation and coordinate care with mental health, classification, Parole and Probation, and community based organizations.
- Coordinate entry into treatment programs for female offenders in the community.
- Counsel inmates on various personal issues in regard to their transition and continued adjustment into the community, as well as adjustment within the correctional system.
- Provide clinical services to inmates with substance abuse and mental health disorders.
- Provide crisis counseling and conflict resolution.
- Provide groups such as Anger Management and Victim Impact for female offenders.
- Provide transition for Spanish speaking clients.

**5/2004-9/2005: Social Worker/Youth Counselor- City of Manchester Youth Services, Manchester, NH**

- Provided crisis counseling to juvenile offenders and their families in the Manchester area.
- Directed youth toward productive behavior away from delinquency.
- Provided Group, individual counseling and family therapy. (Motivational Interviewing and Cognitive Behavioral Therapy).
- Substance Abuse individual counseling.
- Perform CHINS petitions.
- Admission/discharge planning and community networking working with diverse

services within the community.

- Provide a four-session self-assessment of the use and misuse of alcohol/drug (court mandated for those clients under 21 yrs of age).
- Provide translation for Spanish speaking clients.

**6/2000-5/2004: Program Monitor- New Hampshire Housing Finance Authority, Bedford, NH.**

- Monitored low-income residents in the State of New Hampshire for the Section 8 Program.
- Assessed and performed income changes for participants in the Section 8 Program, home ownership and Family Self Sufficiency programs.
- Performed home inspections for program participants yearly to make sure their rental properties were up to HUD and city codes.
- Admission/discharge planning and community networking.
- Provided conflict resolution with program participants and landlords.
- Made referrals to supportive services.
- Provided assistance in locating affordable housing.
- Provide translation services for Spanish speaking tenants, landlords and staff members.

**9/1999-6/2000: Correctional Counselor/Case Manager-, New Hampshire Department of Corrections, Laconia, NH.**

- Provided clinical services to inmates with substance abuse disorders.
- Group and individual counseling pertaining to substance abuse and mental health disorders.
- Provided case management services.
- Counseled inmates on various personal issues in regard to their transition and continued adjustment into the community and within the corrections system.
- Provide crisis counseling and conflict resolution.
- Offered educational lectures on a series of different topics for inmates.
- Coordinated individual service plans, pre-release plans and assessments for treatment to be utilized by the Probation/Parole Officers
- Provided translation services for Spanish speaking inmates and staff members.

**11/1997-9/1999: Outreach Program Coordinator-New Hampshire AIDS Foundation, Manchester, NH.**

- Program planning, development and implementation of a new drop-in center for intravenous substance abusers/sex workers geared towards accessing appropriate substance abuse treatment and prevention of HIV in Manchester, New Hampshire.
- Budget planning and grant writing.
- Responsible for evaluation of the program's effectiveness through management of a data base of statistics and monitoring of program outcomes.
- Policy and procedure development.
- Responsible for assuring regulatory compliance with State of NH guidelines for the funding received.
- Provided supervision of all staff and volunteers at the Pine Street Prevention Center.
- Coordinated services with community providers in the substance abuse field to ensure appropriate treatment services for clients.
- Provided short term clinical services to clients with substance abuse disorders.
- Provide crisis counseling and conflict resolution.
- Provided street outreach to substance abusers and sex workers.
- Provided outreach with the Manchester Health Department's Mobile Van twice a week.
- Provided translation services for Spanish speaking clients.

**7/1996-11/1997: Youth Outreach Counselor- City of Manchester Office of Youth Services, Manchester, NH.**

- Provided street outreach to youth at risk.
- Provided referrals and mentoring.
- Provided short term clinical services to clients with substance abuse disorders.
- Coordinated crisis intervention for at risk clients.
- Provide crisis counseling and conflict resolution.
- Provided translation services for Spanish speaking clients.

**6/1994-7/1996: Substance Abuse Counselor- Providence Hospital, Holyoke, MA.**

- Coordinated services with community providers in the substance abuse field to ensure appropriate treatment services for clients.
- Provided clinical services, group and individual counseling to clients with substance abuse disorders.
- Responsible for coordination of case management services.
- Completed intake and referrals for eligible clients.
- Facilitated Twelve-Step Groups.
- Facilitated Spanish Speaking Support Groups.
- Coordinated Methadone intakes and insurance billing.
- Provided translation services for Spanish speaking clients.

**1/1993-6/1995: Bridge Team Leader- AIDS Allies, Springfield, MA.**

In this part time position, I was responsible for:

- Program development and planning of a drop in center for intravenous substance abusers/sex workers geared towards accessing appropriate substance abuse treatment and prevention of HIV in Springfield Massachusetts.
- Responsible for policy and procedure development.
- Responsible for assuring regulatory compliance with the Springfield Health Department funding guidelines.
- Evaluated and supervised all staff and volunteers at the Drop In Center.
- Coordinated services with community providers in the substance abuse field to ensure appropriate treatment services for clients.
- Provided clinical services to clients with substance abuse disorders including counseling and case management/advocacy.
- Provided clothing and created a safe place for sex workers and intravenous drug abusers.
- Provided translation services for Spanish speaking clients.

**2/1990-6/1994: Counselor Advocate-YWCA, Springfield, MA.**

- Provided clinical services to clients affected by domestic violence.
- Provided twenty-four hour hotline coverage for abuse and sexual assault victims.
- Provided legal advocacy.
- Coordinated services with community providers to ensure appropriate services for clients.
- Facilitated support groups for Spanish speaking clients.
- Provided HIV/AIDS education to residents of the shelter.
- Responsible for assisting with the collection of billing data and demographic and service statistics.
- Provided substance abuse counseling, rape crisis counseling and support groups to the Latina community.
- Provided translation services for Spanish speaking clients.

**CONTRACTOR NAME**

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Peter Kelleher	President & CEO	\$188,279	0%	\$0
Annette Escalante	VP of Operations	\$115,000	0%	\$0
Patricia Robitaille	VP of Finance	\$130,000	0%	\$0



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STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF BEHAVIORAL HEALTH

Jeffrey A. Meyers  
Commissioner

Katja S. Fox  
Director

129 PLEASANT STREET, CONCORD, NH 03301  
603-271-9422 1-800-852-3345 Ext. 9422  
Fax: 603-271-8431 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

6/29/16 #25

June 16, 2016

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

1. Authorize the Department of Health and Human Services, Bureau of Drug and Alcohol Services, to enter into amendments to existing Agreements with the Vendors listed below, except for Tri-County Community Action Program, Inc., to increase the service rates. The service rates' increase will raise compensation for direct services staff and modify supervision requirements, effective upon the date of Governor and Executive Council approval.
2. Authorize the Department of Health and Human Services, Bureau of Drug and Alcohol Services, to enter into an Amendment with South Eastern New Hampshire Alcohol and Drug Abuse Services, 272 County Farm Road, Dover, NH, 03820, to expand the types of substance use disorder treatment services being offered to clients by adding partial hospitalization services, transitional living services, and withdrawal management services, effective upon the date of Governor and Executive Council approval.

There are no changes to the Agreements' combined price limitation of \$12, 032,600 and no changes to the completion dates of June 30, 2017. The original contracts were approved by Governor and Executive Council on March 23, 2016 (Item #6), except for contract with Goodwin Community Health which was approved on June 1, 2016 (Item #12). An amendment for Tri-County Community Action was approved by Governor and Executive Council on June 15, 2016 (Late Item #A1). The sources of funds for these actions are as follows: 64.5% Federal, 21.5% General, and 14% Other Funds.

Summary of Contract Vendors by Amounts:

Vendor	Current Budgeted Amount	Increase /Decrease Amount	Revised Budget Amount
Concord Hospital, Inc. Concord	\$72,700	\$0	\$72,700
Families First of the Greater Seacoast, Portsmouth	\$35,900	\$0	\$35,900
Families in Transition, Manchester	\$357,600	\$0	\$357,600
Goodwin Community Health	\$489,500	\$0	\$489,500
Grafton County Department of Corrections, North Haverhill	\$95,300	\$0	\$95,300
Greater Nashua Council on Alcoholism, Inc., Nashua	\$3,734,500	\$0	\$3,734,500
HALO Educational Systems, Canaan	\$678,400	\$0	\$678,400
Headrest, Inc., Lebanon	\$453,700	\$0	\$453,700
Horizons Counseling Center, Inc., Gilford	\$239,900	\$0	\$239,900
Manchester Alcoholism Rehabilitation Center, Manchester	\$643,300	\$0	\$643,300
National Council on Alcoholism and Drug Dependency/Greater Manchester, Manchester	\$1,715,000	\$0	\$1,715,000
Phoenix Houses of New England, Providence Rhode	\$1,497,600	\$0	\$1,497,600

<b>Vendor</b>	<b>Current Budgeted Amount</b>	<b>Increase /Decrease Amount</b>	<b>Revised Budget Amount</b>
Island			
South Eastern New Hampshire Alcohol and Drug Abuse Services, Dover	\$1,455,800	\$0	\$1,455,800
Tri-County Community Action Program, Inc. Berlin	\$460,000	\$0	\$460,400
The Youth Council, Nashua	\$103,000	\$0	\$103,000
<b>Total</b>	<b>\$12,032,600</b>	<b>\$0</b>	<b>\$12,032,600</b>

Funds to support this request are available in State Fiscal Years 2016 and 2017 in the following accounts, with the authority to adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, without approval of the Governor and Executive Council.

**Please see attached financial details.**

**EXPLANATION**

The attached amendments represent the final fourteen (14) of a total of fifteen (15) amendments with a total combined price limitation of \$12,032,600. On June 15, 2016 (Late Item #A1), Governor and Executive Council approved an amendment with Tri-County Community Action Program, Inc. to allow the Contractor to be reimbursed for services at increased rates, to modify the personnel supervision, and to provide planning activities for new construction or renovations for residential substance use disorder treatment services.

The current substance use disorders treatment workforce in New Hampshire is inadequate to meet the needs of individuals, families and communities across the state. Many factors contribute to this workforce shortage; two factors are low compensation and an insufficient pool of qualified supervisors.

Approval of these fourteen (14) Amendments will allow the Contractors to be reimbursed for services at increased rates and modify the personnel supervision requirements. The higher rates will increase the compensation for direct service staff providing substance use disorder treatment and recovery support services to clients. In addition, these Amendments allow the Contractor's qualified supervisors to provide clinical supervision to a larger number of clinicians to better leverage the available pool of qualified supervisors.

Approval of South Eastern New Hampshire Services' Amendment will allow the Contractor to expand the array of substance use disorder treatment services available in the greater Dover area. The Contractor will add partial hospitalization services, transitional living services, and withdrawal management to their scope of services. Historically, this array has been somewhat limited; however, changes within the organization have led to a request to expand the available service array to include services that are critically needed in the area.

The Department is not seeking an increase to the price limitations to these Agreements because the Contractors have been billing other public and private insurance sources as more and more New Hampshire citizens have health insurance that covers these services. The Contractors' seek reimbursement from the Department for only those services that are not covered by any public or private insurance. Not increasing the price limitation allows the Department to utilize available funding for other types of services such as substance misuse prevention, early intervention and recovery support services. The Department will monitor the utilization and spending of the Contractors. If needed, the Department will submit future amendments to increase the Agreements' price limitations to ensure services are available to citizens of New Hampshire.

These amendments are part of the Department's overall strategy to respond to the opioid epidemic that continues to negatively impact New Hampshire's individuals, families, and communities as well as to respond to other types of substance use disorders. In 2014 there were 326 drug overdose



deaths in New Hampshire, in 2015 there were 431. This number is expected to increase as cases are still pending analysis.

These contractors were selected through a competitive bid process.

The Department will monitor the performance of the Vendors by reviewing monthly reports such as the number of clients admitted to and discharged from the substance use disorder treatment programs and post-discharge follow up, quarterly usage of the number of clients and services being provided by the Contractors, completing site visits, and reviewing client records. In addition, the Department is piloting a Quality Monitoring and Improvement Plan to manage the performance of these contracts.

The Contract for Greater Nashua Council on Alcoholism, Inc. includes language in Exhibit B, Paragraph 8.4 that allows the Department to amend the contract by adjusting amounts between budget line items for statewide Crisis Services, within the price limitation, upon written agreement of both parties without Governor and Executive Council approval, if needed and justified.

The attached Contracts include language that reserves the right to renew each contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of contracted services and Governor and Executive Council approval.

Should the Governor and Executive Council determine to not authorize this Request; the additional critical components in the Department's workforce development to provide substance use disorder services would not be addressed, which could result in exacerbating workforce attrition and shortages.

Area served: Statewide.

Source of Funds: 64.50% Federal Funds from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, CFDA #93.959, Federal Award Identification Number TI010035-15, and 21.5% General Funds, and 14% Other Funds from the Governor's Commission on Alcohol and Other Drug Abuse Prevention, Intervention and Treatment.

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Katja S. Fox  
Director

Approved by:



Jeffery A. Meyers  
Commissioner

Attachment A  
Financial Details

05-95-49-491510-2989 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF COMM  
BASED CARE SVC, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS

Concord Hospital, Inc (Vendor #177653 B014)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$1,745	\$0	\$1,745
2017	102-500734	Contracts for Prog Svc	\$8,724	\$0	\$8,724
<b>Sub-total</b>			<b>\$10,469</b>	<b>\$0</b>	<b>\$10,469</b>

Families First of the Greater Seacoast (Vendor #166629 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$382	\$0	\$382
2017	102-500734	Contracts for Prog Svc	\$2,003	\$0	\$2,003
<b>Sub-total</b>			<b>\$2,385</b>	<b>\$0</b>	<b>\$2,385</b>

Goodwin Community Health (Vendor #156668 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$11,748	\$0	\$11,748
2017	102-500734	Contracts for Prog Svc	\$61,677	\$0	\$61,677
<b>Sub-total</b>			<b>\$73,425</b>	<b>\$0</b>	<b>\$73,425</b>

County of Grafton (Vendor #177397 B003)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$2,287	\$0	\$2,287
2017	102-500734	Contracts for Prog Svc	\$12,008	\$0	\$12,008
<b>Sub-total</b>			<b>\$14,295</b>	<b>\$0</b>	<b>\$14,295</b>

Attachment A  
Financial Details

Greater Nashua Council on Alcoholism (Vendor #166574 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$89,628	\$0	\$89,628
2017	102-500734	Contracts for Prog Svc	\$470,547	\$0	\$470,547
<b>Sub-total</b>			\$560,175	\$0	\$560,175

HALO Ed Systems (Vendor #230732 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$16,282	\$0	\$16,282
2017	102-500734	Contracts for Prog Svc	\$85,478	\$0	\$85,478
<b>Sub-total</b>			\$101,760	\$0	\$101,760

Headrest, Inc (Vendor #175226 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$10,889	\$0	\$10,889
2017	102-500734	Contracts for Prog Svc	\$57,166	\$0	\$57,166
<b>Sub-total</b>			\$68,055	\$0	\$68,055

Horizons Counseling Center, Inc (Vendor #156808 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$5,758	\$0	\$5,758
2017	102-500734	Contracts for Prog Svc	\$30,227	\$0	\$30,227
<b>Sub-total</b>			\$35,985	\$0	\$35,985

Attachment A  
Financial Details

Manchester Alcoholism Rehabilitation Center (Vendor #177204 B005)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$15,439	\$0	\$15,439
2017	102-500734	Contracts for Prog Svc	\$81,056	\$0	\$81,056
<b>Sub-total</b>			\$96,495	\$0	\$96,495

National Council on Alcoholism and Drug Abuse Services (Vendor #177265 R001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$34,296	\$0	\$34,296
2017	102-500734	Contracts for Prog Svc	\$180,054	\$0	\$180,054
<b>Sub-total</b>			\$214,350	\$0	\$214,350

Phoenix Houses of New England, Inc. (Vendor #177589 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$35,942	\$0	\$35,942
2017	102-500734	Contracts for Prog Svc	\$188,698	\$0	\$188,698
<b>Sub-total</b>			\$224,640	\$0	\$224,640

Southeastern New Hampshire Alcohol and Drug Abuse Services (Vendor #155292 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$34,939	\$0	\$34,939
2017	102-500734	Contracts for Prog Svc	\$183,431	\$0	\$183,431
<b>Sub-total</b>			\$218,370	\$0	\$218,370

Attachment A  
Financial Details

Tri-County Community Action Programs, Inc (Vendor #177195 B009)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$8,842	\$0	\$8,842
2017	102-500734	Contracts for Prog Svc	\$46,418	\$0	\$46,418
<b>Sub-total</b>			<b>\$55,260</b>	<b>\$0</b>	<b>\$55,260</b>

The Youth Council (Vendor #154886 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$2,215	\$0	\$2,215
2017	102-500734	Contracts for Prog Svc	\$11,630	\$0	\$11,630
<b>Sub-total</b>			<b>\$13,845</b>	<b>\$0</b>	<b>\$13,845</b>
<b>Total Gov. Comm</b>			<b><u>\$1,689,509</u></b>	<b><u>\$0</u></b>	<b><u>\$1,689,509</u></b>

**05-95-49-491510-2990 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES**

Concord Hospital, Inc (Vendor #177653 B014)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$12,795	\$0	\$12,795
2017	102-500734	Contracts for Prog Svc	\$49,436	\$0	\$49,436
<b>Sub-total</b>			<b>\$62,231</b>	<b>\$0</b>	<b>\$62,231</b>

Families First of the Greater Seacoast (Vendor #166629 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$2,798	\$0	\$2,798
2017	102-500734	Contracts for Prog Svc	\$30,717	\$0	\$30,717
<b>Sub-total</b>			<b>\$33,515</b>	<b>\$0</b>	<b>\$33,515</b>

Attachment A  
Financial Details

Families in Transition (Vendor #157730 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$71,520	\$0	\$71,520
2017	102-500734	Contracts for Prog Svc	\$286,080	\$0	\$286,080
<b>Sub-total</b>			<b>\$357,600</b>	<b>\$0</b>	<b>\$357,600</b>

Goodwin Community Health (Vendor #156668 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$86,152	\$0	\$86,152
2017	102-500734	Contracts for Prog Svc	\$329,923	\$0	\$329,923
<b>Sub-total</b>			<b>\$416,075</b>	<b>\$0</b>	<b>\$416,075</b>

County of Grafton (Vendor #177397 B003)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$16,773	\$0	\$16,773
2017	102-500734	Contracts for Prog Svc	\$64,232	\$0	\$64,232
<b>Sub-total</b>			<b>\$81,005</b>	<b>\$0</b>	<b>\$81,005</b>

Greater Nashua Council on Alcoholism (Vendor #166574 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$667,112	\$0	\$667,112
2017	102-500734	Contracts for Prog Svc	\$2,507,213	\$0	\$2,507,213
<b>Sub-total</b>			<b>\$3,174,325</b>	<b>\$0</b>	<b>\$3,174,325</b>

**Attachment A  
Financial Details**

**HALO Ed Systems (Vendor #230732 B001)**

<b>State Fiscal Year</b>	<b>Class/Account</b>	<b>Title</b>	<b>Budget Amount</b>	<b>Increase/Decrease</b>	<b>Revised Modified Budget</b>
2016	102-500734	Contracts for Prog Svc	\$119,398	\$0	\$119,398
2017	102-500734	Contracts for Prog Svc	\$457,242	\$0	\$457,242
<b>Sub-total</b>			<b>\$576,640</b>	<b>\$0</b>	<b>\$576,640</b>

**Headrest, Inc (Vendor #175226 B001)**

<b>State Fiscal Year</b>	<b>Class/Account</b>	<b>Title</b>	<b>Budget Amount</b>	<b>Increase/Decrease</b>	<b>Revised Modified Budget</b>
2016	102-500734	Contracts for Prog Svc	\$79,851	\$0	\$79,851
2017	102-500734	Contracts for Prog Svc	\$305,794	\$0	\$305,794
<b>Sub-total</b>			<b>\$385,645</b>	<b>\$0</b>	<b>\$385,645</b>

**Horizons Counseling Center, Inc (Vendor #156808 B001)**

<b>State Fiscal Year</b>	<b>Class/Account</b>	<b>Title</b>	<b>Budget Amount</b>	<b>Increase/Decrease</b>	<b>Revised Modified Budget</b>
2016	102-500734	Contracts for Prog Svc	\$42,222	\$0	\$42,222
2017	102-500734	Contracts for Prog Svc	\$161,693	\$0	\$161,693
<b>Sub-total</b>			<b>\$203,915</b>	<b>\$0</b>	<b>\$203,915</b>

Attachment A  
Financial Details

Manchester Alcoholism Rehabilitation Center (Vendor #177204 B005)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$113,221	\$0	\$113,221
2017	102-500734	Contracts for Prog Svc	\$433,584	\$0	\$433,584
<b>Sub-total</b>			<b>\$546,805</b>	<b>\$0</b>	<b>\$546,805</b>

National Council on Alcoholism and Drug Abuse Services (Vendor #177265 R001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$537,504	\$0	\$537,504
2017	102-500734	Contracts for Prog Svc	\$963,146	\$0	\$963,146
<b>Sub-total</b>			<b>\$1,500,650</b>	<b>\$0</b>	<b>\$1,500,650</b>

Phoenix Houses of New England, Inc (Vendor #177589 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$263,578	\$0	\$263,578
2017	102-500734	Contracts for Prog Svc	\$1,009,382	\$0	\$1,009,382
<b>Sub-total</b>			<b>\$1,272,960</b>	<b>\$0</b>	<b>\$1,272,960</b>



Attachment A  
Financial Details

Southeastern New Hampshire Alcohol and Drug Abuse Services (Vendor #155292 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$256,221	\$0	\$256,221
2017	102-500734	Contracts for Prog Svc	\$981,209	\$0	\$981,209
<b>Sub-total</b>			<b>\$1,237,430</b>	<b>\$0</b>	<b>\$1,237,430</b>

Tri-County Community Action Programs, Inc (Vendor #177195 B009)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$156,838	\$0	\$156,838
2017	102-500734	Contracts for Prog Svc	\$248,302	\$0	\$248,302
<b>Sub-total</b>			<b>\$405,140</b>	<b>\$0</b>	<b>\$405,140</b>

The Youth Council (Vendor #154886 B001)

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2016	102-500734	Contracts for Prog Svc	\$16,245	\$0	\$16,245
2017	102-500734	Contracts for Prog Svc	\$72,910	\$0	\$72,910
<b>Sub-total</b>			<b>\$89,155</b>	<b>\$0</b>	<b>\$89,155</b>
<b>Total Clinical Svcs</b>			<b>\$10,343,091</b>	<b>\$0</b>	<b>\$10,343,091</b>
<b>Grand Total</b>			<b>\$12,032,600</b>	<b>\$0</b>	<b>\$12,032,600</b>



**State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to the Substance Use Disorder Treatment and Recovery Support Services  
Contract**

This first Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment 1") dated May 25, 2016, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Greater Nashua Council on Alcoholism, Inc. (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 45 High Street, Nashua, NH 03060.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on March 23, 2016 (Item #6) (hereinafter referred to as "Contract"), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified;

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract;

WHEREAS, pursuant to the Agreement (section 18 of the General Provisions of the Form P-37), the Agreement may be amended only by written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the State and the Contractor agree to increase the service rates, within the price limitation; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties agree as follows:

1. Except as specifically amended and modified by the terms and conditions in this Amendment #1, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.
2. Replace Exhibit A Scope of Services, Section 18.1 through 18.1.3.3 as follows:
  - 18.1. The Contractor shall meet the minimum staffing requirements as follows:
    - 18.1.1. Provide at least one:
      - 18.1.1.1. Masters Licensed Alcohol and Drug Counselor (MLADC); and/or
      - 18.1.1.2. Licensed Alcohol and Drug Counselor (LADC) who also holds the Licensed Clinical Supervisor (LCS) credential;
    - 18.1.2. Agrees that all unlicensed staff providing treatment, education and/or recovery support services shall be under the direct supervision of:
      - 18.1.2.1. An MLADC; or
      - 18.1.2.2. A LADC with the LCS (Licensed Clinical Supervisor) credential; and



- 18.1.2.3. Agrees that MLADC, or LADC with the LCS, shall supervise a maximum of eight unlicensed staff unless the Department has approved an alternative supervision plan submitted by the Contractor.
        - 18.1.3. Agrees that at least one Certified Recovery Support Worker (CRSW) for every 50 clients or portion thereof.
  3. Add to Exhibit A Scope of Services, Section 18.11 as follows
    - 18.11. The Contractor agrees to the following:
      - 18.11.1. The new rates in Exhibit B-1 Amendment #1.
      - 18.11.2. The rate increase to the new rates to the fee for services is to support increase in staff wages to recruit and retain staff who provide direct substance use disorder treatment and recovery support services to clients in this Agreement;
      - 18.11.3. To utilize the amount of increase to increase the wages for direct services staff compensation including base compensation for any open positions;
      - 18.11.4. Notwithstanding Section 18.11.2, agrees to demonstrate to the Department, in the event the Contractor has business policies or other reasons that would prevent the Contractor for using all the increase for wage increases, that at least ten (10%) of the increase was used for wage increases to staff salaries and to provide to the Department the explanation that prevented the Contractor from using the full amount of the increase to increase wages;
        - 18.11.4.1. Agrees to submit a plan for Department approval to use the amount of increase not used for wage increases in Section 18.11.3. portion of the increases for other than wage increases in the event of Section 18.11.3;
      - 18.11.5. That direct services staff is defined as any individual employed by the Contractor for whom at least fifty (50) percent of the hours the individual works for the Contractor are spent delivering clinical and/or recovery support services directly to client of the provider.
4. Add to Exhibit B Method and Conditions Precedent to Payment, Section 5.6 as follows:
  - 5.6 To the extent possible, the Contractor shall bill for services provided under this contract through WITS. For any services that are unable to be billed through WITS, the vendor shall work with the Department to develop an alternative process for submitting invoices.
5. Delete Exhibit B-1 Service and Fee Table, and replace with Exhibit B-1 Amendment #1 Service and Fee Table.



New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

5/10/16  
Date

[Signature]  
Katja S. Fox  
Director

Greater Nashua Council on Alcoholism, Inc.

5/31/16  
Date

[Signature]  
NAME Peter Ketterer  
TITLE President and CEO

Acknowledgement:  
State of New Hampshire, County of Hillsborough on 5/31/16, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

WILLIAM C. MARTIN  
Justice of the Peace - New Hampshire  
My Commission Expires November 4, 2020

[Signature]  
Name and Title of Notary or Justice of the Peace

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6/14/16  
Date

[Signature]  
Name: Megan Y. Apple  
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:



Exhibit B-1 Amendment #1

**Service and Fee Table**

1. The Contractor shall be reimbursed for the Services and up to the Contract Rates in Table A below.
  - a. The Contract Rates in the Table A are the maximum allowed charged used in the Methods for Charging for Services under this Contract in Exhibit B, Section 4.

**Table A**

Service	Contract Rate (Maximum Allowed Charge)	Unit	Service Limit
Clinical Evaluation	\$275.00	Per evaluation	1 evaluation per 90 days, per client
Individual Outpatient	\$22.00	15 min	\$200 of combined individual & group per week, per client
Group Outpatient	\$6.60	15 min	
Intensive Outpatient	\$104.00	Per day and only on those days when the client attends individual and/or group counseling associated with the program.	4 days per week (\$380), per client
Partial Hospitalization	\$223.00	Per day and only on those days when the client attends individual and/or group counseling associated with the program.	6 days per week (\$1,218), per client
Transitional Living	\$110.00	Per day	7 days per week (\$700), per client
Low-Intensity Residential Adult	\$119.00	Per day	7 days per week (\$770), per client
High-Intensity Residential Adult	\$154.00	Per day	7 days per week (\$980), per client
High-Intensity Residential Pregnant and Parenting Women: Room and Board only	\$72.00	Per Day	7 days per week (\$462), per client

New Hampshire Department of Health and Human Services  
 Substance Use Disorder Treatment and Recovery Support Services



Exhibit B-1 Amendment #1

Service	Contract Rate (Maximum Allowed Charge)	Unit	Service Limit
High-Intensity Residential Pregnant and Parenting Women:	\$180.00	Per Day	7 days per week (\$1,138.20), per client
Integrated Medication Assisted Treatment - Contractor Staff Time	\$8.25	15 min.	3 hours per client per week
Integrated Medication Assisted Treatment - Physician Time	Rate Per Medicaid Physician Billing Codes: 99201 - 99205 and 99211 - 99215.	Unit Per Medicaid Physician Billing Codes: 99201 - 99205 and 99211 - 99215.	1 hour per client per week
Integrated Medication Assisted Treatment - Medication	See Exhibit B, Section 6.3	See Exhibit B, Section 6.3	See Exhibit B, Section 6.3
Ambulatory Withdrawal Management without Extended On-Site Monitoring (ASAM Level 1-WM)	\$104.00	Per day	7 days per week (\$665), per client
Medically Monitored Inpatient Withdrawal Management (ASAM Level 3.7 WM)	\$215.00	Per day	7 days per week (\$1,365) per client
Continuous Recovery Monitoring - Attempted	\$16.50	Per 3 attempted contacts over the course of at least 1 week	\$60 of combined attempted and completed per month for the first 12 months post discharge, per client
Continuous Recovery Monitoring - Completed	\$16.50	Per 1 completed contact	
Individual Recovery Support Services (Non-Clinical)	\$16.50	15 min	\$160 of combined individual & group per week, per client
Group Recovery Support Services (Non-Clinical)	\$5.50	15 min	
Enhanced Services	Cost Reimbursement	Cost Reimbursement	Up to \$326,990, and according to Section 7 of Exhibit B. This amount is inclusive of the amount in the Box 1.8 of the P-37.

New Hampshire Department of Health and Human Services  
 Substance Use Disorder Treatment and Recovery Support Services



Exhibit B-1 Amendment #1

Service	Contract Rate (Maximum Allowed Charge)	Unit	Service Limit
Crisis Services	Cost Reimbursement	Cost Reimbursement	Up to the amount in Exhibit B-2 and B-3 and according to Section 8 of Exhibit B. This amount is inclusive of the amount in the Box 1.8 of the P-37.





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3/23/16 #6

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
OFFICE OF MEDICAID BUSINESS AND POLICY

Jeffery A. Meyers  
Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857  
603-271-9422 1-800-852-3345 Ext. 9422  
Fax: 603-271-8431 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

Kathleen A. Dunn  
Associate Commissioner  
Medicaid Director

March 7, 2016

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Bureau of Drug and Alcohol Services, to enter into Agreements with multiple Vendors, listed below, to provide substance use disorder treatment and recovery support services statewide, in an amount not to exceed \$11,451,100, effective April 1, 2016 through June 30, 2017, upon approval by Governor and Executive Council. 56.1% Federal, 29.4% General, and 14.5% Other Funds.

Summary of contracted amounts by Vendor:

Vendor	Budgeted Amount
Concord Hospital, Inc. Concord	\$72,700
Families First of the Greater Seacoast, Portsmouth	\$35,900
Families in Transition, Manchester	\$357,600
Grafton County Department of Corrections, North Haverhill	\$95,300
Greater Nashua Council on Alcoholism, Inc., Nashua	\$3,734,500
HALO Educational Systems, Canaan	\$678,400
Headrest, Inc., Lebanon	\$453,700
Horizons Counseling Center, Inc., Gilford	\$239,900
Manchester Alcoholism Rehabilitation Center, Manchester	\$643,300

<b>Vendor</b>	<b>Budgeted Amount</b>
National Council on Alcoholism and Drug Dependency/Greater Manchester, Manchester	\$1,715,000
Phoenix Houses of New England, Providence Rhode Island	\$1,497,600
South Eastern New Hampshire Alcohol and Drug Abuse Services, Dover	\$1,455,800
Tri-County Community Action Program, Inc., Berlin	\$368,400
The Youth Council, Nashua	\$103,000
<b>Total</b>	<b>\$11,451,100</b>

Funds to support this request are available in State Fiscal Years 2016 and 2017 in the following accounts, with the authority to adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, without approval of the Governor and Executive Council.

Please see Attachment A for fiscal details.

#### **EXPLANATION**

The attached agreements represent fourteen (14) of a total fifteen (15) agreements with a combined price limitation of \$11,451,100 of a total \$11,940,600 that will allow the Contractors listed to provide an array of Substance Use Disorder Treatment and Recovery Support Services statewide to children and adults with substance use disorders, who have income below 400% the Federal Poverty level and are residents of New Hampshire or are homeless in New Hampshire. (See attached Summary of Contracted Services by Vendor). Substance use disorders occur when the use of alcohol and/or drugs causes clinically and functionally significant impairment, such as health problems, disability, and failure to meet major responsibilities at work, school, or home. The existence of a substance use disorder is determined using a clinical evaluations based on Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition criteria. The final contract will be presented to the Governor and Executive Council at an upcoming meeting.

These Agreements are part of the Department's overall strategy to respond to the opioid epidemic that continues to negatively impact New Hampshire's individuals, families, and communities as well as to respond to other types of substance use disorders. In 2014 there were 325 drug overdose deaths in New Hampshire with the death toll for 2015 at 385 as of January 8, 2016; however, the 2015 statistics are expected to increase as cases are still pending analysis.

The Department published a Request for Proposals for Substance Use Disorder Treatment and Recovery Support Services (RFP #16-DHHS-DCBCS-BDAS-03) on the Department of Health and Humans Services website November 3, 2015 to December 15, 2015. The Department received fifteen proposals. These proposals were reviewed and scored by a team of individuals with program specific knowledge. The Department selected all the Vendors to provide these services (See attached Summary Score Sheet).

Some of the Vendors' proposals scored lower than anticipated; however, it was determined that losing substance use disorder treatment and recovery support services in the midst of an Opioid Crisis would be detrimental to the individuals, families, and communities of New Hampshire. In order to ensure effective delivery of services, the Department has strengthened language in the Vendors' contracts.

The Contract includes language to assist pregnant and parenting women by providing interim services if they are on a waitlist, to ensure clients have faster access to services by maintaining and monitoring a waitlist on an agency and statewide level, to ensure clients contribute to the cost of services by assessing client income at intake and on a monthly basis, and to ensure care coordination for the clients by assisting them with accessing services or working with a client's existing provider for physical health, behavioral health, medication assisted treatment and peer recovery support services.

The Department will monitor the performance of the Vendors by monitoring monthly reports, quarterly utilization, completing site visits, and reviewing client records. In addition, the Department is developing a Quality Monitoring and Improvement Plan to manage the performance of these contracts.

The attached Contracts include language that reserves the right to renew each contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of contracted services and Governor and Executive Council approval.

The Contract for Greater Nashua Council on Alcoholism, Inc. includes language in Exhibit B, Paragraph 8.4 that allows the Department to amend the contract by adjusting amounts between budget line items for statewide Crisis Services, within the price limitation, upon written agreement of both parties without Governor and Executive Council approval, if needed and justified.

The Contract for National Council on Alcoholism and Drug Dependency/Greater Manchester includes language in Exhibit A, Section 25, for the use of the Tirrell House, a State owned building, for residential substance use disorder treatment services for up to 14 individuals. The Contract includes up to \$286,000 for repairs/replacement of the fire alarm system, fire suppression system, upgrade the kitchen, and other miscellaneous repairs as required by the joint inspection of the State of New Hampshire Fire Marshall, City of Manchester, and the Department's Health Facilities Administration.

Should the Governor and Executive Council determine to not authorize this Request, the Contractors would not have sufficient resources to promote and provide the array of services necessary to provide individuals with substance use disorders the necessary tools to achieve, enhance and sustain recovery. In addition, failure to obligate the federal funds in the Substance Abuse Prevention and Treatment Block Grant to community based programs to provide alcohol and other drug treatment services could result in the loss of Federal Block Grant funds made available for these services.

Area served: Statewide.

Source of Funds: 56.1% Federal Funds from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, CFDA #93.959, Federal Award Identification Number T1010035-14, and 29.4% General Funds and 14.5% Other Funds from the Governor's Commission on Alcohol and Other Drug Abuse Prevention, Intervention and Treatment.

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Kathleen A. Dunn  
Associate Commissioner



David Clapp  
Facilities

Approved by:



Jeffery A. Meyers  
Commissioner

Attachment A  
Financial Details

05-95-49-491510-2989 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% Other Funds)

Concord Hospital, Inc (Vendor #177653 B014)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$1,745
2017	102-500734	Contracts for Prog Svc	\$8,724
<b>Sub-total</b>			<b>\$10,469</b>

Families First of the Greater Seacoast (Vendor #166629 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$382
2017	102-500734	Contracts for Prog Svc	\$2,003
<b>Sub-total</b>			<b>\$2,385</b>

County of Grafton (Vendor #177397 B003)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$2,287
2017	102-500734	Contracts for Prog Svc	\$12,008
<b>Sub-total</b>			<b>\$14,295</b>

Attachment A  
Financial Details

Greater Nashua Council on Alcoholism (Vendor #166574 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$89,628
2017	102-500734	Contracts for Prog Svc	\$470,547
<b>Sub-total</b>			<b>\$560,175</b>

HALO Ed Systems (Vendor #230732 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$16,282
2017	102-500734	Contracts for Prog Svc	\$85,478
<b>Sub-total</b>			<b>\$101,760</b>

Headrest, Inc (Vendor #175226 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$10,889
2017	102-500734	Contracts for Prog Svc	\$57,166
<b>Sub-total</b>			<b>\$68,055</b>

Horizons Counseling Center, Inc (Vendor #156808 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$5,758
2017	102-500734	Contracts for Prog Svc	\$30,227
<b>Sub-total</b>			<b>\$35,985</b>

Attachment A  
Financial Details

Manchester Alcoholism Rehabilitation Center (Vendor #177204 B005)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$15,439
2017	102-500734	Contracts for Prog Svc	\$81,056
<b>Sub-total</b>			<b>\$96,495</b>

National Council on Alcoholism and Drug Abuse Services (Vendor #177265 R001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$34,296
2017	102-500734	Contracts for Prog Svc	\$180,054
<b>Sub-total</b>			<b>\$214,350</b>

Phoenix Houses of New England, Inc. (Vendor #177589 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$35,942
2017	102-500734	Contracts for Prog Svc	\$188,698
<b>Sub-total</b>			<b>\$224,640</b>

Southeastern New Hampshire Alcohol and Drug Abuse Services (Vendor #155292 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$34,939
2017	102-500734	Contracts for Prog Svc	\$183,431
<b>Sub-total</b>			<b>\$218,370</b>

Attachment A  
Financial Details

Tri-County Community Action Programs, Inc (Vendor #177195 B009)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$8,842
2017	102-500734	Contracts for Prog Svc	\$46,418
<b>Sub-total</b>			<b>\$55,260</b>

The Youth Council (Vendor #154886 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$2,215
2017	102-500734	Contracts for Prog Svc	\$11,630
<b>Sub-total</b>			<b>\$13,845</b>
<b>Total Gov. Comm</b>			<b><u>\$1,616,084</u></b>

**05-95-49-491510-2990 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES (34.4% General 65.6% Federal)**

Concord Hospital, Inc (Vendor #177653 B014)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$12,795
2017	102-500734	Contracts for Prog Svc	\$49,436
<b>Sub-total</b>			<b>\$62,231</b>

Families First of the Greater Seacoast (Vendor #166629 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$2,798
2017	102-500734	Contracts for Prog Svc	\$30,717
<b>Sub-total</b>			<b>\$33,515</b>



Attachment A  
Financial Details

Families in Transition (Vendor #157730 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$71,520
2017	102-500734	Contracts for Prog Svc	\$286,080
<b>Sub-total</b>			<b>\$357,600</b>

County of Grafton (Vendor #177397 B003)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$16,773
2017	102-500734	Contracts for Prog Svc	\$64,232
<b>Sub-total</b>			<b>\$81,005</b>

Greater Nashua Council on Alcoholism (Vendor #166574 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$667,112
2017	102-500734	Contracts for Prog Svc	\$2,507,213
<b>Sub-total</b>			<b>\$3,174,325</b>

Attachment A  
Financial Details

HALO Ed Systems (Vendor #230732 B001)

<b>State Fiscal Year</b>	<b>Class/Account</b>	<b>Title</b>	<b>Budget Amount</b>
2016	102-500734	Contracts for Prog Svc	\$119,398
2017	102-500734	Contracts for Prog Svc	\$457,242
<b>Sub-total</b>			<b>\$576,640</b>

Headrest, Inc (Vendor #175226 B001)

<b>State Fiscal Year</b>	<b>Class/Account</b>	<b>Title</b>	<b>Budget Amount</b>
2016	102-500734	Contracts for Prog Svc	\$79,851
2017	102-500734	Contracts for Prog Svc	\$305,794
<b>Sub-total</b>			<b>\$385,645</b>

Horizons Counseling Center, Inc (Vendor #156808 B001)

<b>State Fiscal Year</b>	<b>Class/Account</b>	<b>Title</b>	<b>Budget Amount</b>
2016	102-500734	Contracts for Prog Svc	\$42,222
2017	102-500734	Contracts for Prog Svc	\$161,693
<b>Sub-total</b>			<b>\$203,915</b>

Attachment A  
Financial Details

Manchester Alcoholism Rehabilitation Center (Vendor #177204 B005)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$113,221
2017	102-500734	Contracts for Prog Svc	\$433,584
<b>Sub-total</b>			<b>\$546,805</b>

National Council on Alcoholism and Drug Abuse Services (Vendor #177265 R001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$537,504
2017	102-500734	Contracts for Prog Svc	\$963,146
<b>Sub-total</b>			<b>\$1,500,650</b>

Phoenix Houses of New England, Inc (Vendor #177589 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$263,578
2017	102-500734	Contracts for Prog Svc	\$1,009,382
<b>Sub-total</b>			<b>\$1,272,960</b>

Attachment A  
Financial Details

Southeastern New Hampshire Alcohol and Drug Abuse Services (Vendor #155292 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$256,221
2017	102-500734	Contracts for Prog Svc	\$981,209
<b>Sub-total</b>			<b>\$1,237,430</b>

Tri-County Community Action Programs, Inc (Vendor #177195 B009)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$64,838
2017	102-500734	Contracts for Prog Svc	\$248,302
<b>Sub-total</b>			<b>\$313,140</b>

The Youth Council (Vendor #154886 B001)

State Fiscal Year	Class/Account	Title	Budget Amount
2016	102-500734	Contracts for Prog Svc	\$16,245
2017	102-500734	Contracts for Prog Svc	\$72,910
<b>Sub-total</b>			<b>\$89,155</b>
<b>Total Clinical Svcs</b>			<b>\$9,835,016</b>
<b>Grand Total</b>			<b>\$11,451,100</b>

Summary of Contracted Services by Vendor

Substance Use Disorder Treatment Services and Recovery Support Services:	Individual Outpatient	Group Outpatient	Intensive Outpatient	Partial Hospitalization	Transitional Living	Low-Intensity Residential	High-Intensity Residential	High-Intensity Residential for Pregnant and Parenting Women	Ambulatory WM w/o Extended On-Site Monitoring (ASM Level 1WM)	Medically Monitored Inpatient Withdrawal Management (ASAM Level 3.7 WM)	Medication Assisted Treatment	Continuous Recovery Monitoring	Enhanced Recovery Support Services	Individual Recovery Support Services (non-clinical)	Group Recovery Support Services (non-clinical)	Statewide Crisis	Crisis services to agency's own clients
Vendors:																	
Concord Hospital, Inc.	X	X	X									X		X			X
Families First of the Greater Seacoast	X										X	X	X	X	X		X
Families in Transition	X	X	X								X	X	X	X	X		X
Goodwin Community Health	X	X	X								X	X	X	X	X		X
Grafton County DOC	X	X									X	X	X	X			X
Greater Nashua Council on Alcoholism, Inc.	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
HALO Educational Systems	X	X	X								X	X	X	X	X		X
Headrest, Inc.	X	X	X			X						X	X	X	X		X
Horizons Counseling Center, Inc.	X	X	X								X	X		X	X		X
Manchester Alcoholism Rehabilitation Center (subsidiary of Easter Seals New Hampshire Inc.) - Total	X	X	X	X	X	X	X			X		X		X	X		X
National Council on Alcoholism and Drug Dependency/Greater Manchester	X	X	X	X	X	X	X		X			X		X	X		X
Phoenix Houses of New England - Total	X	X	X		X	X	X				X	X		X	X		X
South Eastern New Hampshire Alcohol and Drug Abuse Services	X	X	X	X	X	X	X		X			X		X	X		X
Tri-County Community Action Program, Inc.	X	X	X			X	X				X	X		X	X		X
The Youth Council	X	X	X			X	X				X	X		X	X		X

An "X" indicates that the Vendor will provide the corresponding contracted service.



**New Hampshire Department of Health and Human Services**  
**Office of Business Operations**  
**Contracts & Procurement Unit**  
**Summary Score Sheet**

**Substance Use Disorder Treatment  
and Recovery Support Services**

**(RFP) #16-DHHS-DCBCS-BDAS-03**

**RFP Name**

**RFP Number**

**Reviewer Names**

- Bidder Name**
1. Concord Hospital, Inc.
  2. Families First of the Greater Seacoast
  3. Families in Transition
  4. Goodwin Community Health
  5. Grafton County
  6. Greater Nashua Council on Alcoholism, Inc.
  7. HALO Educational Systems
  8. Headrest, Inc.
  9. Horizons Counseling Center, Inc.
  10. Manchester Alcoholism Rehabilitation Center  
(subsidiary of Easter Seals New Hampshire Inc.)
  11. National Council on Alcoholism and Drug  
Dependency/Greater Manchester
  12. Phoenix Houses of New England
  13. South Eastern New Hampshire Alcohol and Drug  
Abuse Services
  14. Tri-County Community Action Program, Inc.
  15. The Youth Council

Maximum Points	Actual Points
945	687
945	715
945	751
945	587
945	492
945	820
945	460
945	390
945	717
945	661
945	684
945	626
945	562
945	570
945	515

1. Jaime Powers, BDAS Clinical  
Services Unit Administrator
2. Linda Parker, BDAS Program  
Specialist IV
3. Paul Kiernan, BDAS Program  
Specialist IV
4. Michele Harlan, DHHS Director of  
Mental Health Services
5. Rhonda Siegel, DPHS,  
Administrator II
6. Donna Ferland, NH Hospital  
Administrator III / Financial Mngr
7. P. J. Nadeau, DHHS Financial  
Manager
8. Ann Driscoll, Administrator

Subject: Substance Use Disorder Treatment and Recovery Support Services (16-DHHS-DCBCS-BDAS-03-SUBST-06)

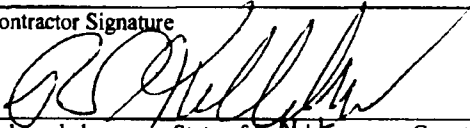
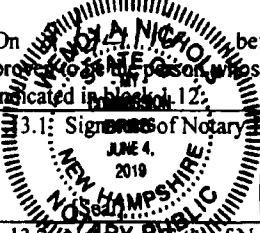
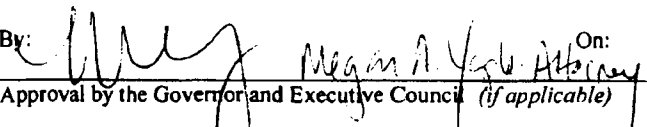
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Greater Nashua Council on Alcoholism, Inc.		1.4 Contractor Address 45 High Street Nashua, NH 03060	
1.5 Contractor Phone Number 603 882-3616 x 1103	1.6 Account Number 05-95-49-491510-29890000-102-500734; 05-95-49-491510-29900000-102-500734	1.7 Completion Date June 30, 2017	1.8 Price Limitation \$3,734,500.
1.9 Contracting Officer for State Agency Eric Borrin, Director		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Peter Kelleher, President and CEO	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>June 4, 2016</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily procured by the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  Wendy Nichols			
1.13.2 Name and Title of Notary or Justice of the Peace Wendy Nichols, Notary			
1.14 State Agency Signature Kathleen Dunn Date: <u>3/2/16</u>		1.15 Name and Title of State Agency Signatory Kathleen A. Dunn Associate Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  Attorney On: <u>3/6/16</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

**2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this



Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

#### 8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

#### 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. **TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. **ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. **INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### 14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.



Exhibit A

**Scope of Services**

**1. Provisions Applicable to All Services**

- 1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

**2. Definitions**

- 2.1. Adolescents: Adolescents are individuals under the age of 18.
- 2.2. American Society of Addiction Medicine (ASAM): ASAM is a professional society representing over 3,500 physicians, clinicians and associated professionals in the field of addiction medicine. ASAM is dedicated to increasing access and improving the quality of addiction treatment, educating physicians and the public, supporting research and prevention, and promoting the appropriate role of physicians in the care of patients with addiction. More information can be found at: <http://www.asam.org/>
- 2.3. American Society of Addiction Medicine Criteria: ASAM's criteria, formerly known as the ASAM patient placement criteria, is the result of a collaboration that began in the 1980s to define one national set of criteria for providing outcome-orientated and results-based care in the treatment of addiction. Today the criteria have become the most widely used and comprehensive set of guidelines for placement, continued stay and transfer/discharge of patients with addiction and co-occurring conditions. ASAM's criteria are required in over 30 states. More information can be found at: <http://www.asam.org/publications/the-asam-criteria>
- 2.4. Charitable Choice: Charitable Choice is Public Law 102-321, 102d Congress and amended in 1992 and again in 2000 (Children's Health Services Act). Charitable Choice is a federal legislative provision designed to remove barriers to faith-based organizations receiving certain Federal funds. States may allocate Block Grant funds to faith-based treatment and recovery support services programs that maintain their religious character and hire people of their same faith, who also meet state requirements for licensing or certification of substance abuse treatment and recovery support services programs and staff. The Charitable Choice final rules were published in the Federal Register on September 30, 2003.
- 2.5. Clinical Evaluation: A Clinical Evaluation is a biopsychosocial evaluation completed in accordance with Technical Assistance Publication (TAP) 21: Addiction Counseling Competencies, available at <http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171>.

*[Handwritten initials]*



Exhibit A

- 2.6. Days: Days in this Exhibit A and Exhibit B refers to calendar days, unless otherwise noted.
- 2.7. Evidence-Based Practice: Evidence-Based Practice is applying the best available research results (evidence) when making decisions about health care. Health care professionals who perform evidence-based practice use research evidence along with clinical expertise and patient preferences. Systematic reviews (summaries of health care research results) provide information that aids in the process of evidence-based practice.
- 2.7.1. The service shall be included as an evidence-based mental health and substance abuse intervention on the SAMHSA National Registry of Evidence-Based Programs and Practices (NREPP), <http://www.nrepp.samhsa.gov/ViewAll.aspx>
- 2.7.1.1. The service shall be included as an evidence-based mental health and substance abuse intervention on the SAMHSA National Registry of Evidence-Based Programs and Practices (NREPP), <http://www.nrepp.samhsa.gov/ViewAll.aspx>
- 2.7.1.2. The services shall be published in a peer-reviewed journal and found to have positive effects; or
- 2.7.1.3. The SUD treatment service provider shall be able to document the services' effectiveness based on the following:
1. The service is based on a theoretical perspective that has validated research; or
  2. The service is supported by a documented body of knowledge generated from similar or related services that indicate effectiveness;
- 2.8. Homeless: Homeless is (1) an individual or family who lacks a fixed, regular, and adequate nighttime residence; or (2) an individual or family who has a primary nighttime residence that is a supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels and congregate shelters), an institution other than a penal facility that provides temporary residence for individuals intended to be institutionalized, or a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.
- 2.9. Level of Care: Level of care refers to the intensity of treatment defined by the American Society of Addiction Medicine (ASAM) October 2013.
- 2.10. New Hampshire Resident: A New Hampshire resident is defined as a person residing in New Hampshire regardless of how long they have resided in New Hampshire or whether or not they have a fixed or permanent address.
- 2.11. Resiliency and Recovery Oriented Systems of Care (RROSC): RROSC are networks

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Exhibit A

of organizations, agencies, and community members that coordinate a wide spectrum of services to prevent, intervene in, and treat substance use problems and disorders. RROSCs support person-centered and self-directed approaches to care that build on the strengths and resilience of individuals, families, and communities to take responsibility for their sustained health, wellness, and recovery from alcohol and drug problems. In New Hampshire, this is operationalized by the Continuum of Care model.

- 2.12. Screening Positive for Substance Use Disorder: Screening positive for a Substance Use Disorder means that the individual is likely to meet the Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM 5) criteria for a Substance Use Disorder. If the client screens probable, a clinical evaluation will be required to determine if the client does in fact meet DSM 5 criteria for a Substance Use Disorder.
- 2.13. Substance Abuse Prevention and Treatment (SAPT) Block Grant: SAPT Block Grant was originally established by Public Law 97-35 (PL 97-35), creating the Alcohol, Drug Abuse and Mental Health Services Block Grant (later the Substance Abuse Prevention and Treatment Block Grant, and now the Behavioral Health Assessment and Plan), which became effective on October 1, 1992 for the purpose of carrying out and evaluating activities to prevent and treat substance abuse and dependence.
- 2.14. Substance use disorders occur when the use of alcohol and/or drugs causes clinically and functionally significant impairment, such as health problems, disability, and failure to meet major responsibilities at work, school, or home. The existence of a substance use disorder is determined using Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM 5) criteria.
- 2.15. Web Information Technology System (WITS): WITS is a secure, 24/7 accessible web-based information technology system for the purpose of storing client demographic information. All BDAS contracted providers use WITS to report on the National Outcome Measures (NOMs) established by the SAMHSA, as required in the Federal Substance Abuse Prevention and Treatment Block Grant.

### 3. Covered Populations

- 3.1. The Contractor shall provide services in this Contract to the general population in Section 3.2 who:
  - 3.1.1. Have a substance use disorder; and
  - 3.1.2. Have income below 400% Federal Poverty Level; and
  - 3.1.3. Are Residents of New Hampshire; or
  - 3.1.4. Are homeless in New Hampshire.
- 3.2. The Contractor agrees to provide services in this Contract to the general client population that includes, but not limited to:



Exhibit A

- 3.2.1. Adolescents;
- 3.2.2. Adults
- 3.2.3. Pregnant women;
- 3.2.4. Women with dependent children;
- 3.2.5. Injection drug users;
- 3.2.6. Individuals with co-occurring substance use and mental health disorders;
- 3.2.7. Veterans; and/or
- 3.2.8. Individuals who are involved with the criminal justice system.

3.3. The Contractor shall provide services in this Contract separately for adolescents and adults unless approved by the Department.

#### 4. Substance Use Disorder Treatment Services

4.1. The Contractor is required to provide to eligible individuals the following substance use disorder treatment services:

- 4.1.1. Outpatient Treatment as defined as American Society of Addiction Medicine (ASAM) Criteria, Level 1. Outpatient Treatment services assist an individual or group of individuals to achieve treatment objectives through the exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.
- 4.1.2. Intensive Outpatient Treatment as defined as ASAM Criteria, Level 2.1. Intensive Outpatient Treatment services provide intensive and structured individual and group alcohol and/or other drug treatment services and activities that are provided according to an individualized treatment plan that includes a range of outpatient treatment services and other ancillary alcohol and/or other drug services. Services for adults are provided at least 3 hours a day and at least 3 days a week. Services for adolescents are provided at least 2 hours a day and at least 3 days a week.
- 4.1.3. Partial Hospitalization as defined as ASAM Criteria, Level 2.5. Partial Hospitalization services provide intensive and structured individual and group alcohol and/or other drug treatment services and activities to individuals with substance use and moderate to severe co-occurring mental health disorders, including both behavioral health and medication management (as appropriate) services to address both disorders. Partial Hospitalization is provided to clients for at least 20 hours per week according to an individualized treatment plan that includes a range of outpatient treatment services and other ancillary alcohol and/or other drug services.
- 4.1.4. Transitional Living Services provide residential substance abuse treatment

*[Handwritten Signature]*



Exhibit A

services designed to support individuals as they transition back into the community. Transitional Living Services are not defined by ASAM. Transitional Living services must include at least 3 hours of clinical services per week of which at least 1 hour must be delivered by a Licensed Alcohol and Drug Counselor (LADC) or Master Licensed Alcohol and Drug Counselor (MLADC) or unlicensed counselor working under the supervision of a LADC or MLADC and 2 hours must be delivered by a Certified Recovery Support Worker (CRSW). The maximum length of stay in this service is 6 months. Adult residents typically work in the community and may pay a portion of their room and board.

4.1.4.1. The Contractor may charge the client fees for room and board, in addition to the client's portion via the sliding fee scale, to the client's insurance charges, and to the Department for the remaining balance as outlined in Exhibit B, according to the guidelines below.

1. When the client's income is 0% to 138% of the Federal Poverty Level (FPL), the Contractor will not charge the client rent.
2. When the client's income is 139 to 149% of the Federal Poverty Level (FPL), the Contractor may charge the client up to \$8 per week.
3. When the client's income is 150% to 199% of the Federal Poverty Level (FPL), the Contractor may charge the client up to \$12 per week.
4. When the client's income is 200% to 249% of the Federal Poverty Level (FPL), the Contractor may charge the client up to \$25 per week.
5. When the client's income is 250% to 299% of the Federal Poverty Level (FPL), the Contractor may charge the client up to \$40 per week.
6. When the client's income is 300% to 349% of the Federal Poverty Level (FPL), the Contractor may charge the client up to \$57 per week.
7. When the client's income is 350% to 399% of the Federal Poverty Level (FPL), the Contractor may charge the client up to \$77 per week.

4.1.4.2. The Contractor shall hold in individual separate accounts 50% of the amount charged to the resident that will be returned to the resident at the time of discharge.

4.1.4.3. The Contractor shall maintain records to account for the client's contribution to room and board.



Exhibit A

- 4.1.5. Low-Intensity Residential Treatment as defined as ASAM Criteria, Level 3.1 for adults and/or adolescents. Low-Intensity Residential Treatment services provide residential substance abuse treatment services designed to support individuals that need this residential service. The goal of low-intensity residential treatment is to prepare clients to become self-sufficient in the community. Adult residents typically work in the community and may pay a portion of their room and board.
- 4.1.5.1. The Contractor may charge the client fees for room and board in accordance with Sections 4.1.4.1 through 4.1.4.3 above.
- 4.1.6. High-Intensity Residential Treatment for Adults as defined as ASAM Criteria, Level 3.5 and/or Medium Intensity Residential for Adolescents as defined as ASAM Criteria, Level 3.5. These two services provide residential substance abuse treatment designed to assist individuals who require a more intensive level of service in a structured setting.
- 4.1.7. Integrated Medication Assisted Treatment services provide for medication prescription and monitoring for treatment of opiate and other substance use disorders. The Contractor shall provide non-medical treatment services to the client in conjunction with the medical services provided either directly by the Contractor or by an outside medical provider. The Contractor shall be responsible for coordination of care and meeting all requirements for the service provided. The Contractor shall deliver Integrated Medication Assisted Treatment services accordance with guidance provided by the Department, "Guidance Document on Best Practices: Key Components for Delivery Community-Based Medication Assisted Treatment Services for Opioid Use Disorders in New Hampshire."
- 4.1.8. Withdrawal Management services as defined as ASAM Criteria, Levels 1-WM as an outpatient service and 3.7-WM as a residential service. Withdrawal Management services provide a combination of clinical and/or medical services utilized to stabilize the client while they are undergoing withdrawal.
- 4.2. The Contractor shall submit for Department approval, within 30 days from the contract effective date, a list of the service components that comprise the substance use disorder treatment services including the frequency of those components for all services described above in Section 4.1, except for Outpatient Treatment and Integrated Medication Assisted Treatment (Sections 4.1.1 and 4.1.7 respectively).
- 4.3. The Contractor shall submit for Department approval, within 30 days from the contract effective date, the evidenced based practices to be used for all services in Section 4.1.
- 4.4. The Contractor shall submit for Department approval, changes to service components in Section 4.2 and to evidence-based practices in Section 4.3, within 30 days prior to making the changes effective.





Exhibit A

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## 5. Statewide Crisis Services

- 5.1. The Contractor shall provide Crisis Services to individuals statewide as follows:
- 5.1.1. Assist individuals 24 hours per day, 7 days a week either in person or by telephone;
  - 5.1.2. Assist individuals in addressing a current crisis related to their substance use disorder or the substance use disorder of a significant other;
  - 5.1.3. Provide counseling services to assist with client stabilization, assessment of client's psychological stability and risk for harming themselves or others and appropriate referral based on this assessment; and
  - 5.1.4. Refer clients to appropriate treatment and other resources in the client's service area.
  - 5.1.5. Provide encounter notes in the clients' health record when providing Crisis Services to clients being served under this Contract.
  - 5.1.6. Provide quarterly (as the periods of January through March, April through June, July through September, October through December) reports, by the 15<sup>th</sup> of the month following the quarter, that document for all clients utilizing this service the following:
    - 5.1.6.1. The number of calls,
    - 5.1.6.2. The nature of the call,
    - 5.1.6.3. The outcome of the call such as but not limited to referrals for services or services provided.
  - 5.1.7. Provide sufficient staffing to provide Crisis Services as described above.
  - 5.1.8. Invoice for Crisis Services in accordance with Exhibit B.
- 5.2. The Contractor shall submit to the Department's Contract Unit within 30 days from the contract effective date, a list of the purchased office equipment (with funding from this Contract) to provide the Crisis Services in Section 5.1. The list shall include office equipment such as, but not limited to, laptop computers, printers/scanners, and phones with the make, model, and serial number of each piece of office equipment.
- 5.3. The Contractor shall return said office equipment in Section 5.2 to the Department's Contract Unit within 30 days from the completion date of the Contract.

## 6. Recovery Support Services

- 6.1. The Contractor shall provide Recovery Support Services such as:
- 6.1.1. Enhanced services remove barriers to a client's participation in treatment or recovery or reduce or remove threats to a client's maintaining participation in treatment and/or recovery such as transportation or child care.



**Exhibit A**

- 6.1.1.1. Enhanced services include only direct services to the client such as providing transportation to treatment appointments or providing childcare while a client attends a treatment appointment.
- 6.1.1.2. Enhanced services do not include indirect costs such as marketing, staff training, or staff travel unless such expenses can be shown to be required in order to provide the enhanced service.
- 6.1.1.3. Submitting for Department approval, within 30 days from the contract effective date, a list and a description of the direct services that will be provided under Enhanced Services.
- 6.1.2. Non-clinical services such as but not limited to parenting, job search, financial management, skills development, and paraprofessional counseling services by:
  - 6.2.1.1. A Certified Recovery Support Worker (CRSW) under the supervision of a Masters Licensed Alcohol and Drug Counselor (MLADC); or
  - 6.2.1.2. A Certified Recovery Support Worker (CRSW) under the supervision of a Licensed Alcohol and Drug Counselor (LADC) with a Licensed Clinical Supervisor (LCS); or
  - 6.2.1.3. A MLADC or LADC
  - 6.2.1.4. Submitting for Department approval, within 30 days from the contract effective date, the name and description of the activities/services to provide non-clinical services.

**7. Enrolling Clients for Services**

- 7.1. The Contractor shall complete Intake Screenings and ASAM Level of Care Assessments, as follows:
  - 7.1.1. Have direct contact (face to face communication by meeting in person, or electronically, or by telephone conversation) with an individual within two (2) business days from the date that individual (defined as a non-client, existing client, other provider, or any other person or entity) contacts the Contractor for Substance Use Disorder Treatment and Recovery Support Services.
  - 7.1.2. Complete an initial Intake Screening within two (2) business days from the date of the first direct contact with the individual, using the eligibility module in Web Information Technology System (WITS) to determine probability of being eligible for services under this contract and for probability of having a substance use disorder.
  - 7.1.3. Assess clients' income prior to admission using the WITS fee determination model and assure that clients' income information is updated as needed over the course of treatment by asking clients about any changes in income no less frequently than every 4 weeks.



Exhibit A

- 7.1.4. Complete an ASAM Level of Care Assessment for all services in Section 4, except for Transitional Living, within two (2) days of the initial Intake Screening in (Section 7.1.2) using the ASI Lite module, in WITS or in another electronic medical/health record system, or an alternative assessment tool as directed by the Department, when the individual is determined probable of being eligible for services. .
- 7.1.5. Make available to the Department upon request, the data from the ASAM Level of Care Assessment and in a format approved by the Department, when using an electronic medical/health record system other than WITS.
- 7.1.6. The Contractor shall complete a clinical evaluation of clients for services in Section 4, as follows:
- 7.1.6.1. Prior to admission as a part of interim services or within 3 days following admission, and during treatment only when determined by licensed clinician.
- 7.2. The Contractor shall determine client eligibility for services under this contract using the eligibility criteria as follows:
- 7.2.1. The individual's income must be below 400% of Federal Poverty Level (FPL);
- 7.2.2. The individual must be a resident of New Hampshire or homeless in New Hampshire;
- 7.2.3. The individual must be determined positive for a substance use disorder (as evidenced in their clinical evaluation, Section 7.1.6
- 7.2.4. The individual is eligible for services described in Section 4 as determined by the ASAM Level of Care Assessment (defined in Section 7.1.4) unless:
- 7.2.4.1. The client choses to receive a service with a lower ASAM Level of Care; or
- 7.2.4.2. The service with the needed ASAM Level of Care is unavailable at the time the level of care is determined in Section 7.1.4, in which case the client may chose:
1. A service with a lower ASAM Level of Care;
  2. A service with the next available higher ASAM Level of Care;
  3. Be placed on the waitlist until their service with the assessed ASAM Level of Care becomes available as in Section 7.1.4; or
  4. Be referred to another agency in the client's service area that provides the service with the needed ASAM Level of Care.
- 7.3. The Contractor agrees to provide services to all eligible clients who:



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- 7.3.1. Receive Medication Assisted Treatment services from other providers such as a client's primary care provider;
  - 7.3.2. Have co-occurring mental health disorders; or
  - 7.3.3. Are on medications and are taking those medications as prescribed regardless of the class of medication.
- 7.4. The Contractor shall admit eligible clients for services according to the order of priority described below:
- 7.4.1. Pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame. If the contractor is unable to admit a pregnant woman for the needed level of care within 24 hours, the contractor shall:
    - 7.4.1.1. Assist the pregnant woman with identifying alternative providers and with accessing services with these providers. This assistance must include actively reaching out to identify providers on the behalf of the client.
    - 7.4.1.2. Provide interim services until the appropriate level of care becomes available at either the contractor agency or an alternative provider. Interim services shall include:
      - 1. At least one 60 minute individual or group outpatient session per week;
      - 2. Recovery support services as needed by the client;
      - 3. Daily calls to the client to assess and respond to any emergent needs.
  - 7.4.2. Individuals who have been administered Narcan to reverse the effects of an opioid overdose either in the 14 days prior to screening or in the period between screening and admission to the program.
  - 7.4.3. Individuals with a history of injection drug use including the provision of interim services within 14 days.
  - 7.4.4. Individuals with substance use and co-occurring mental health disorders.
  - 7.4.5. Individuals with Opioid Use Disorders.
  - 7.4.6. Veterans with substance use disorders
  - 7.4.7. Individuals with substance use disorders who are involved with the criminal justice system.
  - 7.4.8. Individuals who require priority admission at the request of the Department.
- 7.5. The Contractor shall obtain consent from individuals prior to providing services/as



Exhibit A

follows:

- 7.5.1. For individuals whose age is 12 and older, the Contractor is required to obtain consent from the individual themselves; or
- 7.5.2. For individuals whose age is under 12, the Contractor is required to obtain consent from the individual's parent or legal guardian.

## 8. Waitlist

- 8.1. The Contractor shall place an eligible individual on a statewide waitlist in WITS when the service with the appropriate ASAM Level of Care (as defined in 7.1.4) is not available for the client at the time of screening as in Section 7.2.4.2.
  - 8.1.1. The Contractor shall keep the client's information up to date on the statewide waitlist.
  - 8.1.2. The Contractor shall notify the Department within 30 days from the effective date of the contract, with the name of the staff person who is responsible to monitoring and maintaining the waitlist.
  - 8.1.3. The Contractor shall monitor the waitlist and ensure that clients begin services as soon as possible either under this contract or by a referral to an agency that has an earlier available opening as follows:
    - 8.1.3.1. Anytime a client contacts the agency for a service and that service is not available within 2 business days of contact, they must be immediately added to the agency's waitlist and to the waitlist of other agencies as appropriate.
    - 8.1.3.2. Anytime a client is getting ready to move to a new level of care that will not be provided by the current provider or for which the current provider has a waitlist, the provider shall add the client to the waitlist of other appropriate agencies.
    - 8.1.3.3. Anytime a client is added to the waitlist of another agency, the provider shall complete consent in WITS to allow the agency the client is being referred to review client information in WITS.
    - 8.1.3.4. Every business day, the staff member identified in 8.1.2 shall review pending clients from outside agencies to accept, reject or delete the client as appropriate.
    - 8.1.3.5. Every business day, the staff member identified in 8.1.2 shall review their agency waitlist to ensure that any clients who were on the agency waitlist who are no longer on the waitlist due to admission, inaccessibility, etc. have been removed from the waitlist.
  - 8.1.4. The Contractor shall provide a client on the waitlist interim services, defined as recovery support services or services with a lower ASAM Level of Care, under this contract or by referral to an agency that has an earlier available opening in



Exhibit A

the client's service area.

**9. Client Fees and Assistance with Enrolling in Insurance Programs**

- 9.1. The Contractor agrees to collect allowable fees from clients and to assist them with enrolling in private or public insurance programs when appropriate, as follows:
  - 9.1.1. Agrees to using the Sliding Fee Scale and charging the client for their share for services in accordance with Exhibit B.
  - 9.1.2. Agrees not to delay a client's admittance into a Substance Use Disorder Treatment and Recovery Support Services program for services due to a client's inability to immediately pay his or her share of the allowable fees (in accordance with Exhibit B) or pending an insurer's payment
  - 9.1.3. Agrees to assist clients, who are unable to secure financial resources necessary for initial entry into the program, with obtaining other potential sources such as:
    - 9.1.3.1. Assess the client's appropriateness for enrollment in public or private insurance, including but not limited to Medicaid and New Hampshire Health Protection Program, and assist the client in enrolling in an appropriate public or private insurance program; and/or
    - 9.1.3.2. Complete assistance at or before intake, but no later than 14 days after intake.
    - 9.1.3.3. Develop payment plans.
    - 9.1.3.4. Document the assistance in Section 9.1.3 in a progress note.
- 9.2. The Contractor may discontinue services for a client who does not pay their share of the allowable fee(s), only after working with the client as described in Section 9.1.3.
- 9.3. The Contractor shall provide clients with copies of their individual financial accounts, upon the clients' request.

**10. Service Delivery Activities and Requirements**

- 10.1. The Contractor shall assess all clients for risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge based on policies and process approved by the Department within thirty (30) days from the contract effective date.
- 10.2. The Contractor shall assess all clients for withdrawal risk based on ASAM (2013) standards at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and stabilize all clients based on ASAM (2013) guidance and shall:
  - 10.2.1. Provide stabilization services when a client's level of risk indicates a



Exhibit A

service with an ASAM Level of Care that can be provided under this Contract; If a client's risk level indicates a service with an ASAM Level of Care that can be provided under this contract, then the Contractor shall integrate withdrawal management into the client's treatment plan and provide on-going assessment of withdrawal risk to ensure that withdrawal is managed safely.

10.2.2. Refer clients to a facility where the services can be provided when a client's risk indicates a service with an ASAM Level of Care that is higher than can be provided under this Contract; Coordinate with the withdrawal management services provider to admit the client to an appropriate service once the client's withdrawal risk has reached a level that can be provided under this contract. and

10.3. The Contractor shall complete treatment plans for all clients based on clinical evaluation data within 3 days of the clinical evaluation (defined in Section 7.1.6) and must address all ASAM (2013) domains and shall:

10.3.1. Be updated based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent;

10.3.1. Have Treatment plan goals, objectives, and interventions written in terms that are specific, measurable, attainable, realistic and timely;

10.3.2. Evidence the client's involvement in identifying, developing, and prioritizing goals, objectives, and interventions.

10.4. The Contractor shall provide case management to clients that includes, at a minimum, coordination or care with Medication Assisted Treatment, physical, behavioral health, and peer recovery support providers as applicable with the client's:

10.4.1. Primary care provider and if the client does not have a primary care provider, the Contractor will make an appropriate referral to one and coordinate care with that provider.

10.4.2. Behavioral health care provider when serving clients with co-occurring substance use and mental health disorders, and if the client does not have a mental health care provider, then the Contractor will make an appropriate referral to one and coordinate care with that provider.

10.4.3. Medication assisted treatment provider.

10.4.4. Peer recovery support provider, and if the client does not have a peer recovery support provider, the Contractor will make an appropriate referral to one and coordinate care with that provider. Such coordination will include actively coordinating with local recovery community organizations (where available) to bring peer recovery support providers

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into the treatment setting to meet with clients to describe available services and engage clients in peer recovery support services as applicable.

- 10.5. The Contractor shall submit for Department approval within thirty (30) days from the contract effective date, the policies and procedures for coordination of care described in in Section 10.4
- 10.6. The Contractor will make continuing care, transfer, and discharge for all Services in Section 4, except for Transitional Living (See Section 10.1.6). The Contractor shall decisions based on ASAM (2013) criteria and complete continuing of care, transfer and discharge plans that address all ASAM (2013) domains as follows:
  - 10.6.1. Begin the process of discharge/transfer planning at the time of the client's intake to the program.
  - 10.6.2. Review the 3 criteria for continuing services or the 4 criteria for transfer/discharge, when addressing continuing care or discharge/transfer that include:
    - 10.6.2.1. Continuing Service Criteria A: The patient is making progress, but has not yet achieved the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his or her treatment goals; or
    - 10.6.2.2. Continuing Service Criteria B: The patient is not yet making progress, but has the capacity to resolve his or her problems. He/she is actively working toward the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his/her treatment goals; and /or
    - 10.6.2.3. Continuing Service Criteria C: New problems have been identified that are appropriately treated at the present level of care. The new problem or priority requires services, the frequency and intensity of which can only safely be delivered by continued stay in the current level of care. The level of care which the patient is receiving treatment is therefore the least intensive level at which the patient's problems can be addressed effectively
    - 10.6.2.4. Transfer/Discharge Criteria A: The Patient has achieved the goals articulated in the individualized treatment plan, thus resolving the problem(s) that justified admission to the present level of care. Continuing the chronic disease management of





Exhibit A

the patient's condition at a less intensive level of care is indicated; or

10.6.2.5. Transfer/Discharge Criteria B: The patient has been unable to resolve the problem(s) that justified the admission to the present level of care, despite amendments to the treatment plan. The patient is determined to have achieved the maximum possible benefit from engagement in services at the current level of care. Treatment at another level of care (more or less intensive) in the same type of services, or discharge from treatment, is therefore indicated; or

10.6.2.6. Transfer/Discharge Criteria C: The patient has demonstrated a lack of capacity due to diagnostic or co-occurring conditions that limit his or her ability to resolve his or her problem(s). Treatment at a qualitatively different level of care or type of service, or discharge from treatment, is therefore indicated; or

10.6.2.7. Transfer/Discharge Criteria D: The patient has experienced an intensification of his or her problem(s), or has developed a new problem(s), and can be treated effectively at a more intensive level of care.

10.6.3. The Contractor shall maintain clear documentation that explains why continued services are necessary for Recovery Support Services and Transitional Living.

10.7. The Contractor will ensure educational information is provided to clients in all programs on HCV/HIV/TB & STD's as evidenced by inclusion in programming.

10.8. The Contractor shall deliver services using evidence based practices as demonstrated by meeting one of the following criteria in Section 2.6.

10.9. The Contractor shall deliver services in this Contract in accordance with:

10.9.1. The ASAM Criteria (2013). The ASAM Criteria (2013) can be purchased online through the ASAM website at: <http://www.asamcriteria.org/>

10.9.2. The Substance Abuse Mental Health Services Administration (SAMHSA) Treatment Improvement Protocols (TIPs) available at <http://store.samhsa.gov/list/series?name=TIP-Series-Treatment-Improvement-Protocols-TIPS->

10.9.3. The SAMHSA Technical Assistance Publications (TAPs) available at <http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1>

10.9.4. The Requirements in Exhibit K.

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**11. Continuous Recovery Monitoring**

- 11.1. The Contractor shall provide Continuous Recovery Monitoring services to clients by providing on-going contact with a client following discharge from the program as follows:
- 11.1.1. Attempt to contact each client a minimum of three (3) times over the course of one week by telephone at a reasonable time when the client would normally be available.
  - 11.1.2. Provide to the Department within 30 days of the contract effective date, the policies and procedures in place for at least one completed biweekly contact as in Sections 11.1.3 through 11.1.8, by telephone or face to face, with the client following discharge. Contact clients at least bi-weekly and no less frequently than:
    - 11.1.2.1. 3 months post-discharge which is defined as 60 to 120 days from the last treatment service.
    - 11.1.2.2. 6 months post-discharge which is defined as 150 to 210 days from the last treatment service.
    - 11.1.2.3. 12 months post-discharge which is defined as 330 to 390 days from the last treatment service.
  - 11.1.3. Inquire on the status of each client's recovery.
  - 11.1.4. Identify any client needs.
  - 11.1.5. Assist the client with addressing the needs identified in Section 11.1.4.
  - 11.1.6. Provide early intervention to clients who have relapsed or whose recovery is at risk, as identified in Section 11.1.4, and record the same.
  - 11.1.7. Include assessment of the National Outcomes Measures (NOMS) based client outcomes in WITS.
  - 11.1.8. Complete the Client Follow-Up in WITS within 3 days of each completed contact.
- 11.2. The Contractor shall comply with performance of Exhibit A, Section 11.1.2, as follows:
- 11.2.1. Twenty-five percent (25%) of discharged clients shall be contacted three (3) months after discharge.
  - 11.2.2. Ten percent (10%) of discharged clients shall be contacted (6) months after discharge.
  - 11.2.3. Five percent (5%) of discharged clients shall be contacted twelve (12) months after discharge.



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**12. Tobacco Cessation**

- 12.1. The Contractor shall offer tobacco cessation tools and education to all eligible clients receiving services in this contract as follows:
  - 12.1.1. Asses clients for motivation in stopping the use of tobacco products;
  - 12.1.2. Offer resources such as but not limited to the Department's Tobacco Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the QuitLine; and
  - 12.1.3. Shall not use tobacco use, in and of itself, as grounds for discharging clients from services being provided under this contract.

**13. Tobacco Free Environment**

- 13.1. The Contractor shall have policies and procedures that create a tobacco-free environment. At a minimum these policies shall:
  - 13.1.1. Include the smoking of any tobacco product, the use of oral tobacco products or "spit" tobacco, and the use of electronic devices;
  - 13.1.2. Apply to employees, clients and employee or client visitors;
  - 13.1.3. Prohibit the use of tobacco products within the contractor's facilities at any time.
  - 13.1.4. Prohibit the use of tobacco in any contractor owned vehicle.
  - 13.1.5. Include whether or not use of tobacco products is prohibited outside of the facility on the grounds.
  - 13.1.6. If use of tobacco products is allowed outside of the facility on the grounds:
    - 13.1.6.1. There shall be a designated smoking area(s) which is located at least 20 feet from the main entrance.
    - 13.1.6.2. All materials used for smoking in this area, including cigarette butts and matches, will be extinguished and disposed of in appropriate containers.
    - 13.1.6.3. Contractors will ensure periodic cleanup of the designated smoking area.
    - 13.1.6.4. If the designated smoking area is not properly maintained, it can be eliminated at the discretion of the contractor.
  - 13.1.7. Prohibit tobacco use in any company vehicle.
  - 13.1.8. Prohibit tobacco use in personal vehicles when transporting people on authorized business.
  - 13.1.9. Post the tobacco free environment policy in the contractor's facilities and vehicles and included in employee, client, and visitor orientation.



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**14. Resiliency and Recovery Oriented System of Care (RROSC)**

- 14.1. The Contractor shall engage in and promote a Resiliency and Recovery Oriented System of Care (RROSC) at a minimum:
  - 14.1.1. Provide families and communities with education around Substance Use Disorders Treatment and Recovery Support Services;
  - 14.1.2. Work with the Department's regional public health networks in order to reduce stigma associated with substance misuse and increase collaboration between prevention, treatment, and community supports.

**15. Service Management and Monitoring**

- 15.1. The Contractor shall maintain a consistent service capacity for Substance Use Disorder Treatment and Recovery Support Services statewide by:
  - 15.1.1. Monitoring its individual capacity to consistently and evenly deliver these services; and
  - 15.1.2. Monitoring and managing the utilization levels of care and service array required under this contract throughout the contract period.
  - 15.1.3. No less than monthly, the Contractor shall monitor the percentage of the contract funding expended relative to the percentage of the contract period that has elapsed. If there is a difference of more than 10% between expended funding and elapsed time on the contract the contractor shall notify the Department within 5 days and submit a plan for correcting the discrepancy within 10 days of notifying the Department.
  - 15.1.4. Beginning on July 1, 2016 and continuing every three months thereafter, the Department shall review the Contractor's utilization as described in Section 15.1.3 above. If the Contractor's expended funding is more than 25% below the elapsed time on the contract, the Department may amend the contract to reduce the overall price limitation.

**16. Service Area**

- 16.1. The Contractor will provide services described in this Scope of Work to any eligible client, regardless of where the client lives or works in New Hampshire.

**17. Residential Facilities License**

- 17.1. The Contractor shall submit for Department approval within 15 days of the effective date of the Contract and 30 days prior to any effective changes, the name of the location(s) and address(es) where residential services will be provided to clients under this Contract.
- 17.2. The Contractor will ensure that the facilities where residential services are delivered meet all applicable standards, as required by the Department's Bureau of Health Facilities Administration.



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- 17.3. The Contractor shall provide to the Department a copy of the required facility license, in Section 17.1 within 30 days of the contract effective date and then within 30 days after the newly issued license.

**18. Staffing Requirements**

- 18.1. The Contractor shall meet the minimum staffing requirements as follows:
- 18.1.1. At least one Masters Licensed Alcohol and Drug Counselor (MLADC) or Licensed Alcohol and Drug Counselor (LADC) who also holds the Licensed Clinical Supervisor (LCS) credential;
  - 18.1.2. At least one MLADC or Licensed Alcohol and Drug Counselor (LADC) for every two unlicensed counselors providing clinical services;
  - 18.1.3. A sufficient number of:
    - 18.1.3.1. MLADCs to adequately provide for staff clinical supervision; and/or
    - 18.1.3.2. A sufficient number of LADCs with the LCS (Licensed Clinical Supervisor) credential to adequately provide for staff clinical supervision; and
    - 18.1.3.3. At least one Certified Recovery Support Worker (CRSW) for every 50 clients or portion thereof.
- 18.2. The Contractor shall utilize CRSWs to provide treatment services within their scope of practice as defined by New Hampshire Administrative Rule Title XXX, Chapter 330-C, Section 13.
- 18.3. Unlicensed staff providing clinical or recovery support services must hold a CRSW within 6 months of hire or effective date of this contract, whichever is later.
- 18.4. Have policies and procedures related to student interns to address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract, including but not limited to:
- 18.4.1. The Contractor shall base intern responsibilities and caseloads on student learning needs and school requirements and shall not utilize interns as adjunct staff to meet the staffing needs of the Contractor.
  - 18.4.2. Have student interns complete an approved ethics course prior to beginning their internship.
  - 18.4.3. Provide ongoing clinical supervision that includes:
    - 18.4.4. Weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress;
    - 18.4.5. Group supervision to help optimize the learning experience, when



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- enough candidates are under supervision;
- 18.4.6. Content that covers the:
- 18.4.6.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee, and that covers;
  - 18.4.6.2. The core functions as described in the Twelve Core Functions of Alcohol and Drug Counseling, available at <http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171>; and
  - 18.4.6.3. The standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics.
- 18.5. The Contractor shall notify the Department, in writing of changes in key personnel and provide, within five (5) business days to the Department, updated resumes that clearly indicate the staff member is employed by the Contractor. Key personnel are those staff for whom at least 10% of their work time is spent providing alcohol or other drug abuse treatment services.
- 18.6. The Contractor shall notify the Department in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. The Contractor shall provide a copy of the resume of the employee, which clearly indicates the staff member is employed by the Contractor, with the notification.
- 18.7. The Contractor shall notify the Department in writing and submit a corrective action plan for Department approval within 14 days, when staffing does not meet the requirements defined in 18.1 through 18.4.
- 18.8. The Contractor shall provide in-service training to all staff involved in client care within 15 days of the contract effective date or the staff person's start date, if after the contract effective date, and at least every 90 days thereafter on the following:
- 18.8.1. The contract requirements;
  - 18.8.2. Requirements in Exhibit K;
  - 18.8.3. SAMHSA Substance Abuse Prevention and Treatment Block Grant requirements relative to treatment services using a checklist provided by the Department; and
  - 18.8.4. All other relevant policies and procedures provided by the Department.
- 18.9. The Contractor shall provide in-service training or ensure attendance at an approved training by the Department to clinical staff on HCV/HIV/TB & STD's annually. The contractor shall provide the Department with a list of staff



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attending an in-service training or Certificates of Attendance.

- 18.10. The Contractor shall provide suitable office, treatment, and meeting space that complies with all fire, health, and safety codes and is handicapped and wheelchair accessible.

**19. Web Information Technology System**

- 19.1. The Contractor shall use the Web Information Technology System to record all encounter notes such as client activity and client contact within (3) days following the activity or contact including but not limited to: screening, fee determination, admission, billing, disenrollment, and discharge data.
- 19.2. The Contractor agrees that all encounter notes will include a record of the clinical content of the session. Encounter notes will be oriented track to client's progress with specific treatment goals.

**20. Quality Assurance**

- 20.1. The Contractor shall participate in all quality improvement activities requested by the Department such as, but not limited to:
- 20.1.1. Submission of monthly, web based contract compliance reports no later than the 10<sup>th</sup> day of the month following the reporting month;
  - 20.1.2. Participation in electronic and in-person client record reviews;
  - 20.1.3. Participation in site visits;
  - 20.1.4. Reporting on National Outcome Measures (NOMs) data in WITS for:
    - 20.1.4.1. 100% of all clients at admission;
    - 20.1.4.2. 100% of all clients who are discharged because they have completed treatment or transferred to another program;
    - 20.1.4.3. 50% of all clients who are discharged for reasons other than those specified above in Section 20.1.4.2;
    - 20.1.4.4. 25% of all clients who are 3 months post-discharge as defined in Section 11.1.2.1;
    - 20.1.4.5. 10% of all clients who are 6 months post-discharge as defined in Section 11.1.2.2;
    - 20.1.4.6. 5% of all clients who are 12 months post-discharge as defined in Section 11.1.2.3;
    - 20.1.4.7. The above NOMs reporting requirements are minimum requirements and the Contractor shall attempt to achieve greater reporting results when possible.
  - 20.1.5. Participation in training and technical assistance activities as directed by



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the Department, including but not limited to the ASAM Community of Practice developed by the Center for Excellence (the Department's Drug and Alcohol Services Technical Assistance Contractor).

**21. Performance Incentives**

21.1. The Contractor agrees that up to six (6) percent of the contract's maximum price limitation in Box 1.8 of the General Provision, Form P-37 will be reserved by the Department for performance incentives, except when there is a priority to pay for services. The Contractor agrees to the Department using all or some of the reserved funding to continue to pay for services when the Contractor has been reimbursed for at least 94% of the contract's price limitation for services.

21.1.1. The Contractor is eligible for incentive payments when successfully meeting the performance criteria in Section 21.1.2 and when there is available funding as in Section 21.1 at the time the Contractor meets the performance criteria.

21.1.2. The Contractor's performance criteria and incentive payments are as follows:

Performance Criteria	Incentive Payment
Access to Services: for each client who screens eligible for services and starts receiving services, other than evaluation, whether for the identified service for the ASAM Level of Care or interim services, within 10 business days following the eligibility screening.	The Contractor will receive an incentive payment of \$75.00
Completion: for each client who is discharged from the program because they have completed treatment or transferred to another treatment provider as recorded in the Discharge Type field of the WITS Discharge Module.	The Contractor will receive an incentive payment of \$75.00
Client Outcomes: for each client who was discharged from the program and meets at least 3 of the Outcome Criteria (in Section 21.1.2.1) in the 3 <sup>rd</sup> and/or 6 <sup>th</sup> month post-discharge, as evidenced by the WITS Follow-Up Module.	The Contractor will receive an incentive payment of \$50.00
Client Outcomes: for each client who was discharged from the program and meets at least 3 of the Outcome Criteria (below in Section 12.1.2.1) in the 12 <sup>th</sup> month	The Contractor will receive an incentive payment of \$100.00





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Performance Criteria	Incentive Payment
post-discharge, as evidenced by the WITS Follow-Up Module.	

21.1.2.1. The Contractor agrees to the post discharge outcome criteria as follows:

1. **Abstinence:** The client reports reduced or no substance use in the past 30 days prior to the contact.
2. **Employment/Education:** The client reports increased or retained employment or the client reports returning to or staying in school at the time of contact.
3. **Crime and Criminal Justice:** The client reports no arrests in the past 30 days prior to contact.
4. **Stability in Housing:** The client reports being in stable housing defined as not homeless or at risk of being homeless, at the time of contact.
5. **Social Connectedness:** The client reports engagement in Recovery Support Services, Care Coordination, and/or Community Based Support Groups in the past 30 days prior to contact.

21.1.2.2. The Contractor agrees that Performance Incentives will be calculated and paid on a monthly basis for clients meeting criteria in the previous month.

21.1.2.3. The Contractor may submit screening disposition data for all clients, regardless of payer source, at 6 months and 12 months from the contract effective date.

1. The Contractor may receive \$1,000 for each submission (if funding is available in the contract at the time the Contractor submits the data, with priority of funding being for services). Screening disposition data must include:
  - a. Total number of clients screened for services
  - b. Number of client screened appropriate for services
  - c. Number of clients engaging in services who's payer was:
    - i. This contract
    - ii. New Hampshire Health Protection Plan
    - iii. New Hampshire Medicaid



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- iv. Medicare
- v. Private Insurance
- vi. Self-Pay

## 22. Liquidated Damages

- 22.1. The Contractor and the Department agree that the Web Information Technology System (WITS) shall be the source of record with data polls beginning September 1, 2016 and every 5 months thereafter.
- 22.2. The Contractor and the Department agree that it will be extremely impracticable and difficult to determine actual damages that the Department will sustain in the event that the Contractor fails to maintain the required performance standards in Section 11.2, throughout the life of the contract. Any breach by the Contractor will delay and disrupt the Department's operations and obligations and lead to significant damages. Therefore, the parties agree that the liquidated damages as specified in the sections below are reasonable.
- 22.3. Assessment of liquidated damages shall be in addition to, not in lieu of, such other remedies as may be available to the Department. Except and to the extent expressly provided herein, the Department shall be entitled to recover liquidated damages cumulatively under each section applicable to any given incident.
- 22.4. The Department shall make all assessments of liquidated damages. Should the Department determine that liquidated damages may, or will be assessed; the Department shall notify the Contractor as specified in Section 23, Notifications and Remedies for Liquidated Damages, below.
- 22.5. The Contractor shall submit a written Corrective Action Plan to the Department within five (5) business days of receiving notification as specified in Section 23, Notifications and Remedies for Liquidated Damages., for review and approval prior to implementation of the corrective action plan.
- 22.6. The Contractor agrees that as determined by the Department, failure to provide services that meet the performance standards in Section 11.2 shall result in liquidated damages as specified in Section 23, Notifications and Remedies for Liquidated Damages. The Department's decision to assess liquidated damages must be reasonable, based in fact and made in good faith.
- 22.7. The remedies specified in Section 23, Notifications and Remedies for Liquidated Damages, shall apply until the failure is cured or resulting dispute is resolved in the Contractor's favor.

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- 22.8. Liquidated damages in the amount of \$2,500 for failure to meet all three of the performance measures in Section 11.2, except for Section 11.2.1 the liquidated damage shall be assessed when the percentage falls below 15%, at the time specified in Section 22.1.
- 22.9. The Department will deduct the amount of liquidated damages being assessed from the amount the Department owes on the monthly billing submitted to the Department after the assessment of liquidated damages.
- 22.10. The amount of liquidated damages assessed by the Department to the Contractor shall not exceed the price limitation in Form P-37, General Provisions, block 1.8, Price Limitation.

**23. Notifications and Remedies for Liquidated Damages.**

- 23.1. Prior to the imposition of liquidated damages or any other remedies under this Contract, including termination for breach, the Department shall issue written notice of remedies that shall include, as applicable:
  - 23.1.1. A citation to the Contract provision violated.
  - 23.1.2. The remedies to be applied and the date the remedies shall be imposed.
  - 23.1.3. The basis for the Department's determination that the remedies shall be imposed.
  - 23.1.4. A request for a Corrective Action Plan.
  - 23.1.5. The timeframe and procedure for the Contractor to dispute the Department's determination. The Contractor's dispute of liquidated damages or remedies shall not stay the effective date of the proposed liquidated damages or remedies.
  - 23.1.6. If the failure is not resolved within the cure period, liquidated damages may be imposed retroactively to the date of failure to perform and continue until the failure is cured or any resulting dispute is resolved in the Contractor's favor.
- 23.2. In connection with any action taken or decision made by the Department with respect to this Contract, within ninety (90) days following the action or decisions, the Contractor may protest such action or decision by the delivery of a notice of protest to the Department and by which the Contractor may protest said action or decision and/or request an informal hearing with the Director of the Bureau of Drug and Alcohol Services.
  - 23.2.1. The Contractor shall provide the Department with an explanation of its position protesting the Department's action or decision.
  - 23.2.2. The Director shall determine a time that is mutually agreeable to the

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parties during which they may present their views on the disputed issues. It is understood that the presentation and discussion of the disputed issues will be informal in nature.

- 23.2.3. The Director shall provide written notice of the time, format and location of the presentation.
- 23.2.4. At the conclusion of the presentations, the Director shall consider all evidence and shall render a written recommendation as soon as practicable, but in no event more than thirty (30) days after the conclusion of the presentation.
- 23.2.5. The Director may appoint a designee to hear and determine the matter.

**24. State and Federal Requirements**

- 24.1. If there is any error, omission, or conflict in the requirements listed below, the applicable Federal, State, and Local regulations, rules and requirements shall control. The requirements specified below are provided herein to increase the Contractor's compliance.
- 24.2. The Contractor agrees to the following state and/or federal requirements for Program requirements for specialty treatment for pregnant and parenting women:
  - 24.2.1. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.
  - 24.2.2. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.
  - 24.2.3. The program provides or arranges for primary medical care for women who are receiving substance abuse services, including prenatal care.
  - 24.2.4. The program provides or arranges for child care with the women are receiving services.
  - 24.2.5. The program provides or arranges for primary pediatric care for the women's children, including immunizations.
  - 24.2.6. The program provides or arranges for gender-specific substance abuse treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, and parenting.
  - 24.2.7. The program provides or arranges for therapeutic interventions for children in custody of women in treatment which may, among other things, address the children's developmental needs and their issues of sexual abuse, physical abuse, and neglect.
  - 24.2.8. The program provides or arranges for sufficient case management and transportation services to ensure that the women and their children have access to the services described above.
  - 24.2.9. Arrange for means activities to assist the client in finding and engaging in a service, which may include, but is not limited to helping the client to



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locate an appropriate provider, referring clients to the needed service provider, setting up appointments for clients with those providers, and assisting the client with attending appointments with the service provider.

24.3. The Contractor agrees to the following state and federal requirements for all programs in this Contract as follows:

24.3.1. Within 7 days of reaching 90% of capacity, the program notifies the state that 90% capacity has been reached.

24.3.2. The program admits each individual who requests and is in need of treatment for intravenous drug abuse not later than:

24.3.1.1. 14 days after making the request; or

24.3.1.2. 120 days if the program has no capacity to admit the individual on the date of the request and, within 48 hours after the request, the program makes interim services available until the individual is admitted to a substance abuse treatment program

24.3.2. The program offers interim services that include, at a minimum, the following:

24.3.2.1. Counseling and education about HIV and Tuberculosis (TB), the risks of needle-sharing, the risks of transmission to sexual partners and infants, and steps that can be taken to ensure that HIV and TB transmission does not occur

24.3.2.2. Referral for HIV or TB treatment services, if necessary

24.3.2.3. Individual and/or group counseling on the effects of alcohol and other drug use on the fetus for pregnant women and referrals for prenatal care for pregnant women

24.3.3. The program has established a waiting list that includes a unique patient identifier for each injecting drug abuser seeking treatment, including patients receiving interim services while awaiting admission.

24.3.4. The program has a mechanism that enables it to:

24.3.4.1. Maintain contact with individuals awaiting admission

24.3.4.2. Admit or transfer waiting list clients at the earliest possible time to an appropriate treatment program within a service area that is reasonable to the client.

24.3.4.3. The program takes clients awaiting treatment off the waiting list only when one of the following conditions exist:

1. Such persons cannot be located for admission into treatment or



Exhibit A

2. Such persons refuse treatment

- 24.3.5. The program carries out activities to encourage individuals in need of treatment services to undergo treatment by using scientifically sound outreach models such as those outlined below or, if no such models are applicable to the local situation, another approach which can reasonably be expected to be an effective outreach method.
- 24.3.6. The program has procedures for:
  - 24.3.6.1. Selecting, training, and supervising outreach workers.
  - 24.3.6.2. Contacting, communicating, and following up with high-risk substance abusers, their associates, and neighborhood residents within the constraints of Federal and State confidentiality requirements.
  - 24.3.6.3. Promoting awareness among injecting drug abusers about the relationship between injecting drug abuse and communicable diseases such as HIV.
  - 24.3.6.4. Recommending steps that can be taken to ensure that HIV transmission does not occur.
- 24.3.7. The program directly, or through arrangements with other public or non-profit private entities, routinely makes available the following TB services to each individual receiving treatment for substance abuse:
  - 24.3.7.1. Counseling the individual with respect to TB.
  - 24.3.7.2. Testing to determine whether the individual has been infected with mycobacteria TB to determine the appropriate form of treatment for the individual.
  - 24.3.7.3. Providing for or referring the individuals infected by mycobacteria TB appropriate medical evaluation and treatment.
- 24.3.8. For clients denied admission to the program on the basis of lack of capacity, the program refers such clients to other providers of TB services.
- 24.3.9. The program has implemented the infection control procedures that are consistent with those established by the Department to prevent the transmission of TB and that address the following:
  - 24.3.9.1. Screening patients and identification of those individuals who are at high risk of becoming infected.
  - 24.3.9.2. Meeting all State reporting requirements while adhering to Federal and State confidentiality requirements, including 42



Exhibit A

CFR part 2.

- 24.3.9.3. Case management activities to ensure that individuals receive such services.
- 24.3.9.4. The program reports all individuals with active TB as required by State law and in accordance with Federal and State confidentiality requirements, including 42 CFR part 2.
- 24.3.10. The program gives preference in admission to pregnant women who seek or are referred for and would benefit from Block Grant funded treatment services. Further, the program gives preference to clients in the following order:
  - 24.3.10.1. To pregnant and injecting drug users first.
  - 24.3.10.2. To other pregnant substance users second.
  - 24.3.10.3. To other injecting drug users third.
  - 24.3.10.4. To all other individuals fourth.
- 24.3.11. The program refers all pregnant women to the State when the program has insufficient capacity to provide services to any such pregnant women who seek the services of the program.
- 24.3.12. The program makes available interim services within 48 hours to pregnant women who cannot be admitted because of lack of capacity.
- 24.3.13. The program makes continuing education in treatment services available to employees who provide the services.
- 24.3.14. The program has in effect a system to protect patient records from inappropriate disclosure, and the system:
  - 24.3.14.1. Is in compliance with all Federal and State confidentiality requirements, including 42 CFR part 2.
  - 24.3.14.2. Includes provisions for employee education on the confidentiality requirements and the fact that disciplinary action may occur upon inappropriate disclosure.
- 24.3.15. The program does not expend SAPT Block Grant funds to provide inpatient hospital substance abuse services, except in cases when each of the following conditions is met:
  - 24.3.15.1. The individual cannot be effectively treated in a community-based, non-hospital, residential program.
  - 24.3.15.2. The daily rate of payment provided to the hospital for providing the services does not exceed the comparable daily rate provided by a community-based, non-hospital,



Exhibit A

residential program.

24.3.15.3. A physician makes a determination that the following conditions have been met:

1. The primary diagnosis of the individual is substance abuse and the physician certifies that fact.
2. The individual cannot be safely treated in a community-based, non-hospital, residential program.
3. The service can be reasonably expected to improve the person's condition or level of functioning.
4. The hospital-based substance abuse program follows national standards of substance abuse professional practice.
5. The service is provided only to the extent that it is medically necessary (e.g., only for those days that the patient cannot be safely treated in community-based, non-hospital, residential program.)

24.3.16. The program does not expend Substance Abuse Prevention and Treatment (SAPT) Block Grant funds to purchase or improve land; purchase, construct, or permanently improve (other than minor remodeling) any building or other facility; or purchase major medical equipment.

24.3.17. The program does not expend SAPT Block Grant funds to satisfy and requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds.

24.3.18. The program does not expend SAPT Block Grant funds to provide financial assistance to any entity other than a public or nonprofit private entity.

24.3.19. The program does not expend SAPT Block Grant funds to make payments to intended recipients of health services.

24.3.20. The program does not expend SAPT Block Grant funds to provide individuals with hypodermic needles or syringes.

24.3.21. The program does not expend SAPT Block Grant funds to provide treatment services in penal or corrections institutions of the State.

24.3.22. The program uses the Block Grant as the "payment of last resort" for services for pregnant women and women with dependent children, TB services, and HIV services and, therefore, makes every reasonable effort to do the following:





Exhibit A

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- 24.3.22.1. Collect reimbursement for the costs of providing such services to persons entitled to insurance benefits under the Social Security Act, including programs under title XVIII and title XIX; any State compensation program, any other public assistance program for medical expenses, any grant program, any private health insurance, or any other benefit program.
- 24.3.22.2. Secure from patients of clients payments for services in accordance with their ability to pay.
- 24.4. The Contractor shall comply with all relevant state and federal laws such as but not limited to:
  - 24.4.1. The Contractor shall, upon the direction of the State, provide court-ordered evaluation and a sliding fee scale (in Exhibit B) shall apply and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals.
  - 24.4.2. The Contractor shall comply with the legal requirements governing human subject's research when considering research, including research conducted by student interns, using individuals served by this contract as subjects. Contractors must inform and receive the Department's approval prior to initiating any research involving subjects or participants related to this contract. The Department reserves the right, at its sole discretion, to reject any such human subject research requests.
  - 24.4.3. Contractors shall comply with the Department's Sentinel Event Reporting Policy.



Exhibit B

**Method and Conditions Precedent to Payment**

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, of the General Provisions, for the services provided by the Contractor pursuant to Exhibit A.
2. This Agreement is funded by:
  - 2.1. New Hampshire General Funds;
  - 2.2. Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment Funds;
  - 2.3. Federal Funds from the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959); and
  - 2.4. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements.
3. The Contractor agrees to be reimbursed for services listed in Exhibit B-1 on a fee for service basis, unless otherwise stated. The Contractor agrees the fees for services are all-inclusive rates to deliver the services and to meet the requirements in Exhibit A.
4. Method for Charging Services under this Contract
  - 4.1. The Contractor agrees to:
    - 4.1.1. Directly bill and receive payments for services provided under this contract from public and private insurance plans, the clients, and the Department;
    - 4.1.2. Assuring a billing and payment system that enables expedited processing to the greatest degree possible so that a client's admittance into the program is not unduly delayed, and overpayments are immediately refunded.
    - 4.1.3. Maintaining an accurate accounting and records for all services billed, payments received and overpayments (if any) refunded.
  - 4.2. The Contractor agrees to determine and charge for services provided to an eligible client under this contract, as follows:
    - 4.2.1. The Contractor shall charge up to the Contract Rate, in Exhibit B-1, by first charging the client's private insurance when the insurers' rates are at or lower than the Contract Rate.
    - 4.2.2. The Contractor shall charge the client according to a Sliding fee scale, in Section 9, when the Contractor determines or anticipates that the private insurer will not remit payment for the full amount of the Contract Rate in Exhibit B-1.
    - 4.2.3. If, after the Contractor charges the client's insurer (if applicable) and the client, any portion of the Contract Rate remains unpaid, the Contractor shall charge the

*IN*



Exhibit B

Department the balance (the Contract Rate less the private insurer and the client cost shares).

- 4.3. The Contractor agrees the amount charged to the client shall not exceed the Contract Rate in Exhibit B-1 multiplied by the corresponding percentage stated in Section 9 Sliding fee scale for the client's applicable income level.
- 4.4. The Contractor shall not charge the combination of the public or private insurer, the client and the Department an amount greater than the Contract Rate in Exhibit B-1, except:
  - 4.4.1. In Exhibit A, Sections 4.1.4 Transitional Living and 4.1.5. Low-Intensity Residential Treatment as defined as ASAM Criteria, Level 3.1
- 4.5. In the event of an overpayment (wherein the combination of all payments received by the Contractor for a given service (except in Section 4.4.1) exceeds the Contract Rate stated in Exhibit B-1, the Contractor shall refund the parties in the reverse order, unless the overpayment was due to insurer, client or Departmental error. In instances of payer error, the Contractor shall refund the party who erred, and adjust the charges to the other parties, according to a correct application of the Sliding Fee Schedule.
5. The Contractor shall submit billing through the Website Information Technology System (WITS) for services listed in Exhibit B-1, except for Integrated Medication Assisted (See Section 6), Enhanced Services (See Section 7), and Statewide Crisis Services (See Section 8) as follows:
  - 5.1. Enter encounter note(s) into WITS no later than three (3) days after the date the service was provided to the client
  - 5.2. Review the encounter notes no later than 20 days following the last day of the billing month, and notify the Department that encounter notes are ready for review.
  - 5.3. Correct errors, if any, in the encounter notes as identified by the Department no later than 7 days after being notified of the errors and notify the Department the notes have been corrected and are ready for review.
  - 5.4. Batch and transmit the encounter notes upon Department approval for the billing month.
    - 5.4.1. Submit separate batches for each billing month.
  - 5.5. Agrees that encounter notes submitted for review after sixty (60) days of the last day of the billing month may be subject to non-payment.
6. Payment for Medication Assisted Treatment (MAT) shall be as follows:
  - 6.1. The Contractor agrees to invoice the Department separately from the Web Information Technology System (WITS) for Integrated Medication Assisted Treatment Services for Staff Time, Medication, and Physician Time.
  - 6.2. Staff Time: Staff Time is for non-medical staff time relative to the MAT program that is not billable as another service under this contract, such as consultation with a



Exhibit B

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prescribing physician. The Contractor shall be reimbursed according to the contract rate, unit type and service limit in Exhibit B-1.

6.3. Medication Contract Rate, Unit Type and Service Limit:

6.3.1. The Contractor will be reimbursed for the Medication Assisted Treatment medication based on the Contractor's usual and customary charges according to Revised Statutes Annotated (RSA) 126-A:3 III. (b),

6.3.2. The Contractor will be reimbursed for Medication Assisted Treatment with Methadone or Buprenorphine in an Opiate Treatment Program (OTP) certified per New Hampshire Administrative Rule He-A 304 as follows: The Contractor will be reimbursed for Methadone or Buprenorphine based on the Medicaid rate, up to 7 days per week. The code for Methadone in an OTP is H0020, and the code for buprenorphine in an OTP is H0033. The Contractor agrees to invoice the Department separately from the Web Information Technology System (WITS) for Medication Assisted Treatment Services.

6.3.3. The Contractor will be reimbursed for up to 3 doses per client per day.

6.4. Physician Time: Physician Time is the time spent by a physician or other medical professional to provide Medication Assisted Treatment Services, including but not limited to assessing the client's appropriateness for a medication, prescribing and/or administering a medication, and monitoring the client's response to a medication. The Contractor shall be reimbursed according to the contract rate, unit type and service limit in Exhibit B-1.

6.5. The invoice at a minimum shall include:

6.5.1. For non-medical staff time:

6.5.1.1. A clear description of each expense including WITS Client ID #(s) when applicable;

6.5.1.2. The amount of each expense; and

6.5.1.3. The total of all expenses for the billing period in a Department defined invoice.

6.5.2. For client medications:

6.5.2.1. WITS Client ID #;

6.5.2.2. Period for which prescription is intended;

6.5.2.3. Name and dosage of the medication;

6.5.2.4. Associated Medicaid Code;

6.5.2.5. Charge for the medication.

6.5.2.6. Client cost share for the service; and

6.5.2.7. Amount being billed to the Department for the service.

6.5.3. For physician and other medical professional services:

6.5.3.1. WITS Client ID #;



Exhibit B

- 6.5.3.2. Date of Service;
- 6.5.3.3. Description of service;
- 6.5.3.4. Associated Medicaid Code;
- 6.5.3.5. Charge for the service;
- 6.5.3.6. Client cost share for the service; and
- 6.5.3.7. Amount being billed to the Department for the service.

6.6. The Contractor will submit an invoice by the 20th day of each month, which identifies and requests reimbursement for authorized expenses incurred for medication assisted treatment in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement. Invoices must be submitted to:

Financial Manager  
Division of Community Based Care Services  
Bureau of Drug and Alcohol Services  
105 Pleasant Street,  
Main Bldg., 3<sup>rd</sup> Floor North  
Concord, NH 03301

7. Payment for Enhanced Services:

- 7.1. The Department will reimburse the Contractor for Enhanced Services based on actual activities and services directly provided to the client, as defined in Exhibit A, Section 6.1.1.3
- 7.2. The Contractor shall be reimbursed up to the amount in Exhibit B-1.
- 7.3. The Contractor shall submit actual expenses on a Department defined invoice.
- 7.4. The Contractor shall provide a clear description of each expense, the amount of each expense, and the total of all expenses for the billing period.
- 7.5. The Department will reimburse on allowable expenses, in accordance with applicable state and federal laws and regulations.
- 7.6. The Contractor will submit an invoice by the 20th day of each month, which identifies and requests reimbursement for authorized expenses incurred for enhanced services in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement. Invoices must be submitted to:

Financial Manager  
Division of Community Based Care Services  
Bureau of Drug and Alcohol Services  
105 Pleasant Street,  
Main Bldg., 3<sup>rd</sup> Floor North  
Concord, NH 03301



Exhibit B

8. Payment for Statewide Crisis Services

- 8.1. The Department will reimburse the Contractor for Crisis Services as defined in Exhibit A, Section 5 for actual activities and services provided to the clients statewide, including clients being served under this Contract
- 8.2. Payment for contracted services will be made on a cost reimbursement only, for allowable expenses based on budgets identified in Exhibits B-2 and B-3. Each budget is specific to a time period as identified in the budget period at the top of the respective budget form. Allowable costs and expenses shall be determined by the Department in accordance with applicable state and federal laws and regulations.
- 8.3. The Contractor will submit an invoice by the 20th day of each month, which identifies and requests reimbursement for authorized expenses incurred for statewide crisis services in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement. Invoices must be submitted to:

Financial Manager  
Division of Community Based Care Services  
Bureau of Drug and Alcohol Services  
105 Pleasant Street,  
Main Bldg., 3<sup>rd</sup> Floor North  
Concord, NH 03301

- 8.4. Notwithstanding paragraph 18 of the P-37 General Provisions, an amendment limited to budget line item adjustments within Exhibits B-2 and B-3 and within the price limitation can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.
- 8.5. Requests for budget line item adjustments in Section 8.4 will not be accepted after June 10<sup>th</sup> of each State Fiscal Year.

9. Sliding Fee Scale

- 9.1. The Sliding Fee Scale shall apply to the services listed in Exhibit B-1 except Integrated Medication Assisted Treatment – Staff time that is not a direct service to a specific client(s) (See Section 6), Enhanced Services (See Section 7), and Statewide Crisis Services (See Section 8) as follows:
- 9.2. The Contractor will charge the client their portion of the Contract Rate (Maximum Allowed Charge) found in Exhibit B-1, based on the following sliding fee scale as follows:
  - 9.2.1. When the client's income is 0% to 138% of the Federal Poverty Level (FPL), the Contractor will charge the client 0% of the Contract Rate.
  - 9.2.2. When the client's income is 139 to 149% of the Federal Poverty Level (FPL), the Contractor will charge the client 8% of the Contract Rate.



Exhibit B

- 9.2.3. When the client's income is 150% to 199% of the Federal Poverty Level (FPL), the Contractor will charge the client 12% of the Contract Rate.
  - 9.2.4. When the client's income is 200% to 249% of the Federal Poverty Level (FPL), the Contractor will charge the client 25% of the Contract Rate.
  - 9.2.5. When the client's income is 250% to 299% of the Federal Poverty Level (FPL), the Contractor will charge the client 40% of the Contract Rate.
  - 9.2.6. When the client's income is 300% to 349% of the Federal Poverty Level (FPL), the Contractor will charge the client 57%% of the Contract Rate.
  - 9.2.7. When the client's income is 350% to 399% of the Federal Poverty Level (FPL), the Contractor will charge the client 77% of the Contract Rate.
- 9.3. The Contractor shall not deny a minor child (under the age of 18) services because of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.
10. Non Reimbursement for Services
- 10.1. The State will not reimburse the Contractor for services provided through this contract when a client has or may have an alternative payer for services described in this scope of work, such as:
    - 10.1.1. Services covered by New Hampshire Health Protection Program for clients who are eligible for the New Hampshire Health Protection Program.
    - 10.1.2. Services covered by New Hampshire Medicaid for clients who are eligible for New Hampshire Medicaid.
    - 10.1.3. Services covered by Medicare for clients who are eligible for Medicare.
    - 10.1.4. Services covered by the client's private insurer(s) at a rate greater than the contract rate (in Exhibit B-1) set by the Department.
  - 10.2. Notwithstanding Section 10.1 above, the Contractor may seek reimbursement from the State for services provided under this contract when a client needs a service that is not covered by the payers listed in Section 10.1.
11. When the contract price limitation is reached the program shall continue to operate at full capacity at no charge to the Department for the duration of the contract period.
12. Funding may not be used to replace funding for a program already funded from another source.
13. The Contractor will keep records of their activities related to Department programs and services.
14. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said



Exhibit B

services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

15. Contractor will have forty-five (45) days from the end of the contract period to submit to the Department final invoices for payment. Any adjustments made to a prior invoice will need to be accompanied by supporting documentation.

16. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:

16.1. The Contractor agrees to use the SAPT funds as the payment of last resort.

16.2. The Contractor agrees to the following funding restrictions on SAPT Block Grant expenditures to:

16.2.1. Make cash payments to intended recipients of substance abuse services.

16.2.2. Expend more than the amount of Block Grant funds expended in Federal Fiscal Year 1991 for treatment services provided in penal or correctional institutions of the State.

16.2.3. Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.

16.2.4. Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

16.3. The Contractor agrees to the Charitable Choice federal statutory provisions as follows:

16.3.1. Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

IV





Exhibit B-1

**Service and Fee Table**

1. The Contractor shall be reimbursed for the Services and up to the Contract Rates in Table A below.

a. The Contract Rates in the Table A are the maximum allowed charged used in the Methods for Charging for Services under this Contract in Exhibit B, Section 4.

**Table A**

Service	Contract Rate (Maximum Allowed Charge)	Unit	Service Limit
Clinical Evaluation	\$250.00	Per evaluation	1 evaluation per 90 days, per client
Individual Outpatient	\$20.00	15 min	\$200 of combined individual & group per week, per client
Group Outpatient	\$6.00	15 min	
Intensive Outpatient	\$95.00	Per day and only on those days when the client attends individual and/or group counseling associated with the program.	4 days per week (\$380), per client
Partial Hospitalization	\$203.00	Per day and only on those days when the client attends individual and/or group counseling associated with the program.	6 days per week (\$1,218), per client
Transitional Living	\$100.00	Per day	7 days per week (\$700), per client
Low-Intensity Residential Adult	\$110.00	Per day	7 days per week (\$770), per client
High-Intensity Residential Adult	\$140.00	Per day	7 days per week (\$980), per client
High-Intensity Residential Pregnant and Parenting Women: Room and Board only	\$66.00	Per Day	7 days per week (\$462), per client

New Hampshire Department of Health and Human Services  
 Substance Use Disorder Treatment and Recovery Support Services



Exhibit B-1

Service	Contract Rate (Maximum Allowed Charge)	Unit	Service Limit
High-Intensity Residential Pregnant and Parenting Women:	\$162.60	Per Day	7 days per week (\$1,138.20), per client
Integrated Medication Assisted Treatment - Contractor Staff Time	\$7.50	15 min.	3 hours per client per week
Integrated Medication Assisted Treatment - Physician Time	Rate Per Medicaid Physician Billing Codes: 99201 - 99205 and 99211 - 99215.	Unit Per Medicaid Physician Billing Codes: 99201 - 99205 and 99211 - 99215.	1 hour per client per week
Integrated Medication Assisted Treatment - Medication	See Exhibit B, Section 6.3	See Exhibit B, Section 6.3	See Exhibit B, Section 6.3
Ambulatory Withdrawal Management without Extended On-Site Monitoring (ASAM Level 1-WM)	\$95.00	Per day	7 days per week (\$665), per client
Medically Monitored Inpatient Withdrawal Management (ASAM Level 3.7 WM)	\$195.00	Per day	7 days per week (\$1,365) per client
Continuous Recovery Monitoring - Attempted	\$15.00	Per 3 attempted contacts over the course of at least 1 week	\$60 of combined attempted and completed per month for the first 12 months post discharge, per client
Continuous Recovery Monitoring - Completed	\$15.00	Per 1 completed contact	
Individual Recovery Support Services (Non-Clinical)	\$15.00	15 min	\$160 of combined individual & group per week, per client
Group Recovery Support Services (Non-Clinical)	\$5.00	15 min	
Enhanced Services	Cost Reimbursement	Cost Reimbursement	Up to \$326,990, and according to Section 7 of Exhibit B. This amount is inclusive of the amount in the Box 1.8 of the P-37.

New Hampshire Department of Health and Human Services  
 Substance Use Disorder Treatment and Recovery Support Services



Exhibit B-1

Service	Contract Rate (Maximum Allowed Charge)	Unit	Service Limit
Crisis Services	Cost Reimbursement	Cost Reimbursement	Up to the amount in Exhibit B-2 and B-3 and according to Section 8 of Exhibit B. This amount is inclusive of the amount in the Box 1.8 of the P-37.

*[Handwritten Signature]*

2/24/16

**Exhibit B-2**

**BUDGET FORM**

**New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

**Vendor Name:** Greater Nashua Council on Alcoholism, Inc.

**Budget Request for:** Substance Use Disorder Treatment and Recovery Support  
Services: Statewide Crisis Services, only  
*(Name of RFP and Service)*

**Budget Period:** 4/1/16 to 6/30/16

	Direct	Indirect	Total	Allocation Method for Indirect Costs
1. Total Salary/Wages	\$ 63,856	\$ 10,664	\$ 74,520	
2. Employee Benefits	\$ 19,157	\$ -	\$ 19,157	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ 750	\$ -	\$ 750	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ 9,840	\$ -	\$ 9,840	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ 450	\$ -	\$ 450	
6. Travel	\$ 625	\$ -	\$ 625	
7. Occupancy	\$ 1,500	\$ -	\$ 1,500	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ 1,800	\$ -	\$ 1,800	
Postage	\$ 150	\$ -	\$ 150	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ 600	\$ -	\$ 600	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ 1,350	\$ -	\$ 1,350	
10. Marketing/Communications	\$ 625	\$ -	\$ 625	
11. Staff Education and Training	\$ 875	\$ -	\$ 875	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 101,678</b>	<b>\$ 10,664</b>	<b>\$ 112,242</b>	

Indirect As A Percent of Direct

10.5%

**Exhibit B-3**

**BUDGET FORM**

**New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

**Vendor Name:** Greater Nashua Council on Alcoholism, Inc.

**Substance Use Disorder Treatment and Recovery Support**  
**Budget Request for:** Services: Statewide Crisis Services, only  
*(Name of RFP and Service)*

**Budget Period:** 7/1/16 to 6/30/17

1. Total Salary/Wages	\$ 255,424	\$ 42,656	\$ 298,080
2. Employee Benefits	\$ 76,627	\$ -	\$ 76,627
3. Consultants	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -
Rental	\$ 3,000	\$ -	\$ 3,000
Repair and Maintenance	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -
Office	\$ 1,800	\$ -	\$ 1,800
6. Travel	\$ 2,500	\$ -	\$ 2,500
7. Occupancy	\$ 6,000	\$ -	\$ 6,000
8. Current Expenses	\$ -	\$ -	\$ -
Telephone	\$ 7,200	\$ -	\$ 7,200
Postage	\$ 600	\$ -	\$ 600
Subscriptions	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -
Insurance	\$ 2,400	\$ -	\$ 2,400
Board Expenses	\$ -	\$ -	\$ -
9. Software	\$ 5,400	\$ -	\$ 5,400
10. Marketing/Communications	\$ 2,500	\$ -	\$ 2,500
11. Staff Education and Training	\$ 3,500	\$ -	\$ 3,500
12. Subcontracts/Agreements	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 368,951</b>	<b>\$ 42,656</b>	<b>\$ 409,607</b>

Indirect As A Percent of Direct

11.6%



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**SPECIAL PROVISIONS**

**Contractors Obligations:** The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
  - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
  - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

**RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:**

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
  - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
  - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
  - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or





more employees, it will maintain a current EEO on file and submit an EEO Certification Form to the OCR, certifying that its EEO is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEO Certification Form to the OCR certifying it is not required to submit or maintain an EEO. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEO requirement, but are required to submit a certification form to the OCR to claim the exemption. EEO Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

**CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)**

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.  
When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
  - 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
  - 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
  - 19.3. Monitor the subcontractor's performance on an ongoing basis



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

#### DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

**COSTS:** Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

**DEPARTMENT:** NH Department of Health and Human Services.

**FINANCIAL MANAGEMENT GUIDELINES:** Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

**PROPOSAL:** If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

**UNIT:** For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

**FEDERAL/STATE LAW:** Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

**CONTRACTOR MANUAL:** Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

**SUPPLANTING OTHER FEDERAL FUNDS:** The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



**REVISIONS TO GENERAL PROVISIONS**

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
  4. **CONDITIONAL NATURE OF AGREEMENT.**  
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
  - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. The Division reserves the right to renew the Contract for up to two additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner  
NH Department of Health and Human Services  
129 Pleasant Street,  
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
  - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
    - 1.2.1. The dangers of drug abuse in the workplace;
    - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
    - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
    - 1.4.1. Abide by the terms of the statement; and
    - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

*pm*

New Hampshire Department of Health and Human Services  
Exhibit D



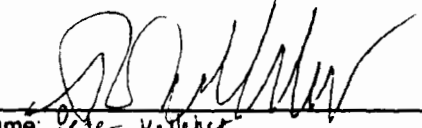
- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
    - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.


Place of Performance (street address, city, county, state, zip code) (list each location)

Check  if there are workplaces on file that are not identified here.

Contractor Name: Greater Nashua Council on Alcoholism

2/24/16  
Date

  
Name: Peter Kelleher  
Title: President and CEO

Contractor Initials   
Date 2/24/16



**CERTIFICATION REGARDING LOBBYING**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- \*Temporary Assistance to Needy Families under Title IV-A
- \*Child Support Enforcement Program under Title IV-D
- \*Social Services Block Grant Program under Title XX
- \*Medicaid Program under Title XIX
- \*Community Services Block Grant under Title VI
- \*Child Care Development Block Grant under Title IV

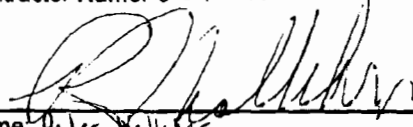
The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name: Greater Nashua Council on Alcoholism

2/24/16  
Date

  
Name: Peter Pelletier  
Title: President and CEO



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

*[Handwritten Signature]*

2/24/16



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

**PRIMARY COVERED TRANSACTIONS**

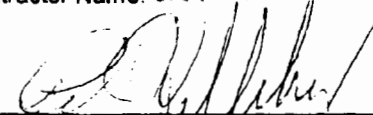
11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
  - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

**LOWER TIER COVERED TRANSACTIONS**

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
  - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: *Greater Nashua Council on Alcoholism*

2/24/16  
Date

  
Name: *Peter Kelleher*  
Title: *President and CEO*





**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO  
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND  
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

*PK*

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

New Hampshire Department of Health and Human Services  
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

2/24/16  
Date

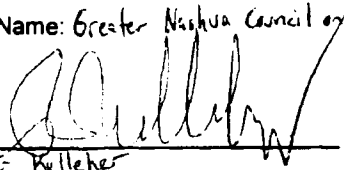
Contractor Name: Greater Nashua Council of Alcoholism  
  
Name: Peter Kelleher  
Title: President and CEO

Exhibit G

Contractor Initials PK

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Date 2/24/16



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name: *Greater Nashua Council on Alcoholism*

2/24/16  
Date

  
Name: *Peter Kelleher*  
Title: *President and CEO*



Exhibit I

**HEALTH INSURANCE PORTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. "**Breach**" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "**Business Associate**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "**Covered Entity**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "**Designated Record Set**" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "**Data Aggregation**" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "**Health Care Operations**" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "**HITECH Act**" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "**HIPAA**" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "**Individual**" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "**Privacy Rule**" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "**Protected Health Information**" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.



Exhibit I

- I. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
  - I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



Exhibit I

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Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

**(3) Obligations and Activities of Business Associate.**

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
  - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - o The unauthorized person used the protected health information or to whom the disclosure was made;
  - o Whether the protected health information was actually acquired or viewed
  - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

*[Handwritten Signature]*



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) **Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) **Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) **Miscellaneous**

- a. **Definitions and Regulatory References.** All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. **Amendment.** Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. **Data Ownership.** The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. **Interpretation.** The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.





Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health & Human Services  
The State

Yvonne Adams  
Signature of Authorized Representative

Kathleen A. Dunn  
Name of Authorized Representative

Associate Commissioner  
Title of Authorized Representative

3/2/16  
Date

Greater Nashua Council on Alcoholism  
Name of the Contractor

Peter Kelleher  
Signature of Authorized Representative

Peter Kelleher  
Name of Authorized Representative

President and CEO  
Title of Authorized Representative

2/24/16  
Date



**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY  
ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
  - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
  - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: Greater Nashua Council on Alcoholism

Name: Peter Kelleher  
Title: President and CEO

2/24/16

Date

Contractor Initials

Date 2/24/16



**FORM A**

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 602018707
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

X NO                      \_\_\_\_\_ YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

\_\_\_\_\_ NO                      \_\_\_\_\_ YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____



Exhibit K

Operational Requirements for all Programs

The contractor shall comply with the following requirements:

1. Requirements for Organizational or Program Changes.  
The contractor shall provide the department with written notice at least 30 days prior to changes in any of the following:
  - 1.1.1. Ownership;
  - 1.1.2. Physical location;
  - 1.1.3. Name.
- 1.2. When there is a new administrator, the following shall apply:
  - 1.2.1. The contractor shall provide the department with immediate notice when an administrator position becomes vacant;
  - 1.2.2. The contractor shall notify the department in writing as soon as possible prior to a change in administrator, and immediately upon the lack of an administrator, and provide the department with the following:
    - 1.2.2.1. The written disclosure of the new administrator required in Section 1.2 above;
    - 1.2.2.2. A resume identifying the name and qualifications of the new administrator; and
    - 1.2.2.3. Copies of applicable licenses for the new administrator;
  - 1.2.3. When there is a change in the name, the contractor shall submit to the department a copy of the certificate of amendment from the New Hampshire Secretary of State, if applicable, and the effective date of the name change.
  - 1.2.4. When a contractor discontinues a contracted program, it shall submit to the department:
    - 1.2.4.1. A plan to transfer, discharge or refer all clients being served in the contracted program; and
    - 1.2.4.2. A plan for the security and transfer of the client's records being served in the contracted program as required by Sections 12.8 – 12.10 below and with the consent of the client.
2. Inspections.  
For the purpose of determining compliance with the contract, the contractor shall admit and allow any department representative at any time to inspect the following:
  - 2.1.1. The facility premises;
  - 2.1.2. All programs and services provided under the contract; and
  - 2.1.3. Any records required by the contract.
- 2.2. A notice of deficiencies shall be issued when, as a result of any inspection, the department determines that the contractor is in violation of any of the contract requirements.
- 2.3. If the notice identifies deficiencies to be corrected, the contractor shall submit a plan of correction in accordance within 21 working days of receiving the inspection findings.
3. Administrative Remedies.
  - 3.1. The department shall impose administrative remedies for violations of contract requirements, including:
    - 3.1.1. Requiring a contractor to submit a plan of correction (POC);
    - 3.1.2. Imposing a directed POC upon a contractor;
    - 3.1.3. Suspension of a contract; or
    - 3.1.4. Revocation of a contract.



Exhibit K

- 3.2. When administrative remedies are imposed, the department shall provide a written notice, as applicable, which:
  - 3.2.1. Identifies each deficiency;
  - 3.2.2. Identifies the specific remedy(s) that has been proposed; and
  - 3.2.3. Provides the contractor with information regarding the right to a hearing in accordance with RSA 541-A and He-C 200.
- 3.3. A POC shall be developed and enforced in the following manner:
  - 3.3.1. Upon receipt of a notice of deficiencies, the contractor shall submit a written POC within 21 days of the date on the notice describing:
    - 3.3.1.1. How the contractor intends to correct each deficiency;
    - 3.3.1.2. What measures will be put in place, or what system changes will be made to ensure that the deficiency does not recur; and
    - 3.3.1.3. The date by which each deficiency shall be corrected which shall be no later than 90 days from the date of submission of the POC;
  - 3.3.2. The department shall review and accept each POC that:
    - 3.3.2.1. Achieves compliance with contract requirements;
    - 3.3.2.2. Addresses all deficiencies and deficient practices as cited in the inspection report;
    - 3.3.2.3. Prevents a new violation of contract requirements as a result of implementation of the POC; and
    - 3.3.2.4. Specifies the date upon which the deficiencies will be corrected;
- 3.4. If the POC is acceptable, the department shall provide written notification of acceptance of the POC;
- 3.5. If the POC is not acceptable, the department shall notify the contractor in writing of the reason for rejecting the POC;
- 3.6. The contractor shall develop and submit a revised POC within 21 days of the date of the written notification in 3.5 above;
- 3.7. The revised POC shall comply with 3.3.1 above and be reviewed in accordance with 3.3.2 above;
- 3.8. If the revised POC is not acceptable to the department, or is not submitted within 21 days of the date of the written notification in 3.5 above, the contractor shall be subject to a directed POC in accordance with 3.12 below;
- 3.9. The department shall verify the implementation of any POC that has been submitted and accepted by:
  - 3.9.1. Reviewing materials submitted by the contractor;
  - 3.9.2. Conducting a follow-up inspection; or
  - 3.9.3. Reviewing compliance during the next scheduled inspection;
- 3.10. Verification of the implementation of any POC shall only occur after the date of completion specified by the contractor in the plan; and
- 3.11. If the POC or revised POC has not been implemented by the completion date, the contractor shall be issued a directed POC in accordance with 3.12 below.
- 3.12. The department shall develop and impose a directed POC that specifies corrective actions for the contractor to implement when:
  - 3.12.1. As a result of an inspection, deficiencies were identified that require immediate corrective action to protect the health and safety of the clients or personnel;
  - 3.12.2. A revised POC is not submitted within 21 days of the written notification from the department; or
  - 3.12.3. A revised POC submitted has not been accepted.



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4. Duties and Responsibilities of All Contractors.
  - 4.1. The contractor shall comply with all federal, state, and local laws, rules, codes, ordinances, licenses, permits, and approvals, and rules promulgated thereunder, as applicable.
  - 4.2. The contractor shall monitor, assess, and improve, as necessary, the quality of care and service provided to clients on an ongoing basis.
  - 4.3. The contractor shall provide for the necessary qualified personnel, facilities, equipment, and supplies for the safety, maintenance and operation of the contractor.
  - 4.4. The contractor shall develop and implement written policies and procedures governing its operation and all services provided.
  - 4.5. All policies and procedures shall be reviewed, revised, and trained on per contractor policy.
  - 4.6. The contractor shall:
    - 4.6.1. Employ an administrator responsible for the day-to-day operation of the contractor;
    - 4.6.2. Maintain a current job description and minimum qualifications for the administrator, including the administrator's authority and duties; and
    - 4.6.3. Establish, in writing, a chain of command that sets forth the line of authority for the operation of the contractor the staff position(s) to be delegated the authority and responsibility to act in the administrator's behalf when the administrator is absent.
  - 4.7. The contractor shall post the following documents in a public area:
    - 4.7.1. A copy of the contractor's policies and procedures relative to the implementation of client rights and responsibilities, including client confidentiality per 42 CFR Part 2; and
    - 4.7.2. The contractor's plan for fire safety, evacuation and emergencies identifying the location of, and access to all fire exits.
  - 4.8. The contractor or any employee shall not falsify any documentation or provide false or misleading information to the department.
  - 4.9. The contractor shall comply with all conditions of warnings and administrative remedies issued by the department, and all court orders.
  - 4.10. The contractor shall admit and allow any department representative to inspect the certified premises and all programs and services that are being provided at any time for the purpose of determining compliance with the contract.
  - 4.11. The contractor shall:
    - 4.11.1. Report all critical incidents and sentinel events to the department in accordance with Exhibit A, Section 20.2.3;
    - 4.11.2. Submit additional information if required by the department; and
    - 4.11.3. Report the event to other agencies as required by law.
  - 4.12. The contractor shall implement policies and procedures for reporting:
    - 4.12.1. Suspected child abuse, neglect or exploitation, in accordance with RSA 169-C:29-30; and
    - 4.12.2. Suspected abuse, neglect or exploitation of adults, in accordance with RSA 149-F:49.
  - 4.13. The contractor shall report all positive tuberculosis test results for personnel to the office of disease control in accordance with RSA 141-C:7, He-P 301.02 and He-P 301.03.
  - 4.14. For residential programs, if the contractor accepts a client who is known to have a disease reportable under He-P 301 or an infectious disease, which is any disease



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caused by the growth of microorganisms in the body which might or might not be contagious, the contractor shall follow the required procedures for the care of the clients, as specified by the United States Centers for Disease Control and Prevention 2007 Guideline for Isolation Precautions, Preventing Transmission of Infectious Agents in Healthcare Settings, June 2007.

- 4.15. Contractors shall implement state and federal regulations on client confidentiality, including provisions outlined in 42 CFR 2.13, RSA 172:8-a, and RSA 318-B:12;
- 4.16. A contractor shall, upon request, provide a client or the client's guardian or agent, if any, with a copy of his or her client record within the confines for 42 CFR Part 2.
- 4.17. The contractor shall develop policies and procedures regarding the release of information contained in client records, in accordance with 42 CFR Part 2, the Health Insurance Portability and Accountability Act (HIPAA), and RSA 318-B:10.
- 4.18. All records required by the contract shall be legible, current, accurate and available to the department during an inspection or investigation conducted in accordance with these rules.
- 4.19. Any contractor that maintains electronic records shall develop written policies and procedures designed to protect the privacy of clients and personnel that, at a minimum, include:
  - 4.19.1. Procedures for backing up files to prevent loss of data;
  - 4.19.2. Safeguards for maintaining the confidentiality of information pertaining to clients and staff; and
  - 4.19.3. Systems to prevent tampering with information pertaining to clients and staff.
- 4.20. The contractor's service site(s) shall:
  - 4.20.1. Be accessible to a person with a disability using ADA accessibility and barrier free guidelines per 42 U.S.C. 12131 et seq;
  - 4.20.2. Have a reception area separate from living and treatment areas;
  - 4.20.3. Have private space for personal consultation, charting, treatment and social activities, as applicable;
  - 4.20.4. Have secure storage of active and closed confidential client records; and
  - 4.20.5. Have separate and secure storage of toxic substances.
- 4.21. The contractor shall establish and monitor a code of ethics for the contractor and its staff, as well as a mechanism for reporting unethical conduct.

The contractor shall maintain specific policies on the following and shall submit these policies to the department for approval no later than 30 days after the effective date of the contract:

  - 4.21.1. Client rights, grievance and appeals policies and procedures;
  - 4.21.2. Progressive discipline, leading to administrative discharge;
  - 4.21.3. Reporting and appealing staff grievances;
  - 4.21.4. Policies on client alcohol and other drug use while in treatment;
  - 4.21.5. Policies on client and employee smoking that are in compliance with Exhibit A, Section 4.1.5;
  - 4.21.6. Drug-free workplace policy and procedures, including a requirement for the filing of written reports of actions taken in the event of staff misuse of alcohol or other drugs;
  - 4.21.7. Policies and procedures for holding a client's possessions;
  - 4.21.8. Secure storage of staff medications;
  - 4.21.9. A client medication policy;
  - 4.21.10. Urine specimen collection, as applicable, that:



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- 4.21.10.1. Ensure that collection is conducted in a manner that preserves client privacy as much as possible; and
- 4.21.10.2. Minimize falsification;
- 4.21.11. Safety and emergency procedures on the following:
  - 4.21.11.1. Medical emergencies;
  - 4.21.11.2. Infection control and universal precautions, including the use of protective clothing and devices;
  - 4.21.11.3. Reporting employee injuries;
  - 4.21.11.4. Fire monitoring, warning, evacuation, and safety drill policy and procedures;
  - 4.21.11.5. Emergency closings;
  - 4.21.11.6. Posting of the above safety and emergency procedures.
- 4.21.12. Procedures for protection of client records that govern use of records, storage, removal, conditions for release of information, and compliance with 42CFR, Part 2 and the Health Insurance Portability and Accountability Act (HIPAA); and
- 4.21.13. Procedures related to quality assurance and quality improvement.
- 5. Collection of Fees.
  - 5.1. The contractor shall maintain procedures regarding collections from client fees, private or public insurance, and other payers responsible for the client's finances; and
  - 5.2. At the time of screening and admission the contractor shall provide the client, and the client's guardian, agent, or personal representative, with a listing of all known applicable charges and identify what care and services are included in the charge.
- 6. Client Screening and Denial of Services.
  - 6.1. Contractors shall maintain a record of all client screenings, including:
    - 6.1.1. The client name and/or unique client identifier;
    - 6.1.2. The client referral source;
    - 6.1.3. The date of initial contact from the client or referring agency;
    - 6.1.4. The date of screening;
    - 6.1.5. The result of the screening, including the reason for denial of services if applicable;
    - 6.1.6. For any client who is placed on a waitlist, record of referrals to and coordination with interim services or reason that such a referral was not made;
    - 6.1.7. Record of all client contacts between screening and removal from the waitlist; and
    - 6.1.8. Date client was removed from the waitlist and the reason for removal
  - 6.2. For any client who is denied services, the contractor is responsible for:
    - 6.2.1. Informing the client of the reason for denial;
    - 6.2.2. Assisting the client in identifying and accessing appropriate available treatment;
  - 6.3. The contractor shall not deny services to a client solely because the client:
    - 6.3.1. Previously left treatment against the advice of staff;
    - 6.3.2. Relapsed from an earlier treatment;
    - 6.3.3. Is on any class of medications, including but not limited to opiates or benzodiazepines; or
    - 6.3.4. Has been diagnosed with a mental health disorder.
  - 6.4. The contractor shall report on 6.1 and 6.2 above at the request of the department.
- 7. Personnel Requirements.
  - 7.1. The contractor shall develop a current job description for all staff, including contracted staff, volunteers, and student interns, which shall include:
    - 7.1.1. Job title;





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- 7.1.2. Physical requirements of the position;
- 7.1.3. Education and experience requirements of the position;
- 7.1.4. Duties of the position;
- 7.1.5. Positions supervised; and
- 7.1.6. Title of immediate supervisor.
- 7.2. The contractor shall develop and implement policies regarding criminal background checks of prospective employees, which shall, at a minimum, include:
  - 7.2.1. Requiring a prospective employee to sign a release to allow the contractor to obtain his or her criminal record;
  - 7.2.2. Requiring the administrator or his or her designee to obtain and review a criminal records check from the New Hampshire department of safety for each prospective employee;
  - 7.2.3. Criminal background standards regarding the following, beyond which shall be reason to not hire a prospective employee in order to ensure the health, safety, or well-being of clients:
    - 7.2.3.1. Felony convictions in this or any other state;
    - 7.2.3.2. Convictions for sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation; and
    - 7.2.3.3. Findings by the department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation or any person; and
  - 7.2.4. Waiver of 7.2.3 above for good cause shown.
- 7.3. All staff, including contracted staff, shall:
  - 7.3.1. Meet the educational, experiential, and physical qualifications of the position as listed in their job description;
  - 7.3.2. Not exceed the criminal background standards established by 7.2.3 above, unless waived for good cause shown, in accordance with policy established in 7.2.4 above;
  - 7.3.3. Be licensed, registered or certified as required by state statute and as applicable;
  - 7.3.4. Receive an orientation within the first 3 days of work or prior to direct contact with clients, which includes:
    - 7.3.4.1. The contractor's code of ethics, including ethical conduct and the reporting of unprofessional conduct;
    - 7.3.4.2. The contractor's policies on client rights and responsibilities and complaint procedures;
    - 7.3.4.3. Confidentiality requirements as required by Sections 4.15 and 4.19.2 above and Section 17 below;
    - 7.3.4.4. Grievance procedures for both clients and staff as required in Section 4.22.1 and 4.22.3 above and Section 18 below.
    - 7.3.4.5. The duties and responsibilities and the policies, procedures, and guidelines of the position they were hired for;
    - 7.3.4.6. Topics covered by both the administrative and personnel manuals;
    - 7.3.4.7. The contractor's infection prevention program;
    - 7.3.4.8. The contractor's fire, evacuation, and other emergency plans which outline the responsibilities of personnel in an emergency; and
    - 7.3.4.9. Mandatory reporting requirements for abuse or neglect such as those found in RSA 161-F and RSA 169-C:29; and
  - 7.3.5. Sign and date documentation that they have taken part in an orientation as described in 7.3.4 above;



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- 7.3.6. Complete a mandatory annual in-service education, which includes a review of all elements described in 7.3.4 above.
- 7.4. Prior to having contact with clients, employees and contracted employees shall:
  - 7.4.1. Submit to the contractor proof of a physical examination or a health screening conducted not more than 12 months prior to employment which shall include at a minimum the following:
    - 7.4.1.1. The name of the examinee;
    - 7.4.1.2. The date of the examination;
    - 7.4.1.3. Whether or not the examinee has a contagious illness or any other illness that would affect the examinee's ability to perform their job duties;
    - 7.4.1.4. Results of a 2-step tuberculosis (TB) test, Mantoux method or other method approved by the Centers for Disease Control (CDC); and
    - 7.4.1.5. The dated signature of the licensed health practitioner;
  - 7.4.2. Be allowed to work while waiting for the results of the second step of the TB test when the results of the first step are negative for TB; and
  - 7.4.3. Comply with the requirements of the Centers for Disease Control Guidelines for Preventing the Transmission of Tuberculosis in Health Facilities Settings, 2005, if the person has either a positive TB test, or has had direct contact or potential for occupational exposure to Mycobacterium tuberculosis through shared air space with persons with infectious tuberculosis.
- 7.5. Employees, contracted employees, volunteers and independent contractors who have direct contact with clients who have a history of TB or a positive skin test shall have a symptomatology screen of a TB test.
- 7.6. The contractor shall maintain and store in a secure and confidential manner, a current personnel file for each employee, student, volunteer, and contracted staff. A personnel file shall include, at a minimum, the following:
  - 7.6.1. A completed application for employment or a resume, including:
  - 7.6.2. Identification data; and
  - 7.6.3. The education and work experience of the employee;
  - 7.6.4. A copy of the current job description or agreement, signed by the individual, that identifies the:
    - 7.6.4.1. Position title;
    - 7.6.4.2. Qualifications and experience; and
    - 7.6.4.3. Duties required by the position;
  - 7.6.5. Written verification that the person meets the contractor's qualifications for the assigned job description, such as school transcripts, certifications and licenses as applicable;
  - 7.6.6. A signed and dated record of orientation as required by 7.3.4 above;
  - 7.6.7. A copy of each current New Hampshire license, registration or certification in health care field and CPR certification, if applicable;
  - 7.6.8. Records of screening for communicable diseases results required in 7.4 above;
  - 7.6.9. Written performance appraisals for each year of employment including description of any corrective actions, supervision, or training determined by the person's supervisor to be necessary;
  - 7.6.10. Documentation of annual in-service education as required by 7.3.6 above;
  - 7.6.11. Information as to the general content and length of all continuing education or educational programs attended;

Contractor Initials: *WJ*  
Date: 2/24/16



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- 7.6.12. A signed statement acknowledging the receipt of the contractor's policy setting forth the client's rights and responsibilities, including confidentiality requirements, and acknowledging training and implementation of the policy.
- 7.6.13. A statement, which shall be signed at the time the initial offer of employment is made and then annually thereafter, stating that he or she:
  - 7.6.13.1. Does not have a felony conviction in this or any other state;
  - 7.6.13.2. Has not been convicted of a sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation or pose a threat to the health, safety or well-being of a client; and
  - 7.6.13.3. Has not had a finding by the department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation of any person; and
- 7.6.14. Documentation of the criminal records check and any waivers per 7.2 above.
- 7.7. An individual need not re-disclose any of the matters in 7.6.13 and 7.6.14 above if the documentation is available and the contractor has previously reviewed the material and granted a waiver so that the individual can continue employment.
- 8. Clinical Supervision.
  - 8.1. Contractors shall comply with the following clinical supervision requirements for unlicensed counselors:
    - 8.1.1. Each unlicensed alcohol and drug counselor or Certified Recovery Support Worker (CRSW) shall be supervised by a New Hampshire—MLADC or LADC with the LCS credential at a ratio of one LADC to every 2 full-time equivalent positions that are unlicensed alcohol and drug counselors or CRSWs;
    - 8.1.2. Unlicensed counselors shall receive at least one hour of supervision for every 20 hours of direct client contact;
    - 8.1.3. Supervision shall be provided on an individual or group basis, or both, depending upon the employee's need, experience and skill level;
    - 8.1.4. Supervision shall include following techniques:
      - 8.1.4.1. Review of case records;
      - 8.1.4.2. Observation of interactions with clients;
      - 8.1.4.3. Skill development; and
      - 8.1.4.4. Review of case management activities; and
    - 8.1.5. Supervisors shall maintain a log of the supervision date, duration, content and who was supervised by whom;
    - 8.1.6. Individuals licensed or certified by the NH Board of Licensing for Alcohol and Other Drug Use Professionals shall receive supervision in accordance with RSA 330-C and the rules promulgated thereunder.
- 9. Clinical Services.
  - 9.1. Each contractor shall have and adhere to a clinical care manual which includes policies and procedures related to all clinical services provided.
  - 9.2. All clinical services provided shall:
    - 9.2.1. Focus on the client's strengths;
    - 9.2.2. Be sensitive and relevant to the diversity of the clients being served;
    - 9.2.3. Be client and family centered;
    - 9.2.4. Be trauma informed, which means designed to acknowledge the impact of violence and trauma on people's lives and the importance of addressing trauma in treatment; and
  - 9.3. Upon a client's admission, the contractor shall conduct a client orientation, either individually or by group, to include the following:



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- 9.3.1. Rules, policies, and procedures of the contractor, program, and facility;
  - 9.3.2. Requirements for successfully completing the program;
  - 9.3.3. The administrative discharge policy and the grounds for administrative discharge;
  - 9.3.4. All applicable laws regarding confidentiality, including the limits of confidentiality and mandatory reporting requirements; and
  - 9.3.5. Requiring the client to sign a receipt that the orientation was conducted.
  - 9.3.6. Upon a client's admission to treatment, the contractor shall conduct an HIV/AIDS screening, to include:
  - 9.3.7. The provision of information;
  - 9.3.8. Risk assessment;
  - 9.3.9. Intervention and risk reduction education, and
  - 9.3.10. Referral for testing, if appropriate, within 7 days of admission;
10. Treatment and Rehabilitation.
- 10.1. A LADC or unlicensed counselor under the supervision of a LADC shall develop and maintain a written treatment plan for each client in accordance with TAP 21: Addiction Counseling Competencies available at <http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1> which addresses all ASAM domains.
  - 10.2. Treatment plans shall be developed as follows:
    - 10.2.1. Within 7 days following admission to any residential program; and
    - 10.2.2. No later than the third session of an ambulatory treatment program.
  - 10.3. Individual treatment plans shall contain, at a minimum, the following elements:
    - 10.3.1. Goals, objectives, and interventions written in terms that are specific, measurable, attainable, realistic and timely.
    - 10.3.2. Identifies the recipient's clinical needs, treatment goals, and objectives;
    - 10.3.3. Identifies the client's strengths and resources for achieving goals and objectives in 10.3.1 above;
    - 10.3.4. Defines the strategy for providing services to meet those needs, goals, and objectives;
    - 10.3.5. Identifies referral to outside contractors for the purpose of achieving a specific goal or objective when the service cannot be delivered by the treatment program;
    - 10.3.6. Provides the criteria for terminating specific interventions; and
    - 10.3.7. Includes specification and description of the indicators to be used to assess the individual's progress.
    - 10.3.8. Documentation of participation by the client in the treatment planning process or the reason why the client did not participate; and
    - 10.3.9. Signatures of the client and the counselor agreeing to the treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.
  - 10.4. Treatment plans shall be updated based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent.
  - 10.5. Treatment plan updates shall include:
    - 10.5.1. Documentation of the degree to which the client is meeting treatment plan goals and objectives;
    - 10.5.2. Modification of existing goals or addition of new goals based on changes in the clients functioning relative to ASAM domains and treatment goals and objectives.



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- 10.5.3. The counselor's assessment of whether or not the client needs to move to a different level of care based on changes in functioning in any ASAM domain and documentation of the reasons for this assessment.
- 10.5.4. The signature of the client and the counselor agreeing to the updated treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.
- 10.6. In addition to the individualized treatment planning in 10.3 above, all contractors shall provide client education on:
  - 10.6.1. Substance use disorders;
  - 10.6.2. Relapse prevention;
  - 10.6.3. Infectious diseases associated with injection drug use, including but not limited to, HIV, hepatitis, and TB;
  - 10.6.4. Sexually transmitted diseases;
  - 10.6.5. Emotional, physical, and sexual abuse;
  - 10.6.6. Nicotine use disorder and cessation options;
  - 10.6.7. The impact of drug and alcohol use during pregnancy, risks to the fetus, and the importance of informing medical practitioners of drug and alcohol use during pregnancy
- 10.7. Group education and counseling
  - 10.7.1. The contractor shall maintain an outline of each educational and group therapy session provided.
  - 10.7.2. All group counseling sessions shall be limited to 12 clients or fewer per counselor.
- 10.8. Progress notes
  - 10.8.1. A progress note shall be completed for each individual, group, or family treatment or education session.
  - 10.8.2. Each progress note shall contain the following components:
    - 10.8.2.1. Data, including self-report, observations, interventions, current issues/stressors, functional impairment, interpersonal behavior, motivation, and progress, as it relates to the current treatment plan;
    - 10.8.2.2. Assessment, including progress, evaluation of intervention, and obstacles or barriers; and
    - 10.8.2.3. Plan, including tasks to be completed between sessions, objectives for next session, any recommended changes, and date of next session; and
- 10.9. Residential programs shall maintain a daily shift change log which documents such things as client behavior and significant events that a subsequent shift should be made aware of.
- 11. Client Discharge and Transfer.
  - 11.1. A client shall be discharged from a program for the following reasons:
    - 11.1.1. Program completion or transfer based on changes in the client's functioning relative to ASAM criteria;
    - 11.1.2. Program termination, including:
      - 11.1.2.1. Administrative discharge;
      - 11.1.2.2. Non-compliance with the program;
      - 11.1.2.3. The client left the program before completion against advice of treatment staff; and
    - 11.1.3. The client is inaccessible, such as the client has been jailed or hospitalized; and
  - 11.2. In all cases of client discharge or transfer, the counselor shall complete a narrative discharge summary, including, at a minimum:



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- 11.2.1. The dates of admission and discharge or transfer;
- 11.2.2. The client's psychosocial substance abuse history and legal history;
- 11.2.3. A summary of the client's progress toward treatment goals in all ASAM domains;
- 11.2.4. The reason for discharge or transfer;
- 11.2.5. The client's DSM 5 diagnosis and summary, to include other assessment testing completed during treatment;
- 11.2.6. A summary of the client's physical condition at the time of discharge or transfer;
- 11.2.7. A continuing care plan, including all ASAM domains;
- 11.2.8. A determination as to whether the client would be eligible for re-admission to treatment, if applicable; and
- 11.2.9. The dated signature of the counselor completing the summary.
- 11.3. The discharge summary shall be completed:
  - 11.3.1. No later than 7 days following a client's discharge or transfer from the program; or
  - 11.3.2. For withdrawal management services, by the end of the next business day following a client's discharge or transfer from the program.
- 11.4. When transferring a client, either from one level of care to another within the same certified contractor agency or to another treatment contractor, the counselor shall:
  - 11.4.1. Complete a progress note on the client's treatment and progress towards treatment goals, to be included in the client's record; and
  - 11.4.2. Update the client assessment and treatment plan.
- 11.5. When transferring a client to another treatment contractor, the current contractor shall forward copies of the following information to the receiving contractor, only after a release of confidential information is signed by the client:
  - 11.5.1. The discharge summary;
  - 11.5.2. Client demographic information, including the client's name, date of birth, address, telephone number, and the last 4 digits of his or her Social Security number; and
  - 11.5.3. A diagnostic assessment statement and other assessment information, including:
    - 11.5.3.1. TB test results;
    - 11.5.3.2. A record of the client's treatment history; and
    - 11.5.3.3. Documentation of any court-mandated or agency-recommended follow-up treatment.
- 11.6. The counselor shall meet with the client at the time of discharge or transfer to establish a continuing care plan that:
  - 11.6.1. Includes recommendations for continuing care in all ASAM domains;
  - 11.6.2. Addresses the use of self-help groups including, when indicated, facilitated self-help; and
  - 11.6.3. Assists the client in making contact with other agencies or services.
- 11.7. The counselor shall document in the client record if and why the meeting in Section 11.6 above could not take place.
- 11.8. A contractor may administratively discharge a client from a program only if:
  - 11.8.1. The client's behavior on program premises is abusive, violent, or illegal;
  - 11.8.2. The client is non-compliant with prescription medications;
  - 11.8.3. Clinical staff documents therapeutic reasons for discharge, which may include the client's continued use of illicit drugs or an unwillingness to follow appropriate clinical interventions; or



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11.8.4. The client violates program rules in a manner that is consistent with the contractor's progressive discipline policy.

12. Client Record System.

12.1. Each contractor shall have policies and procedures to implement a comprehensive client record system, in either paper form or electronic form, or both, that complies with this section.

The client record of each client served shall communicate information in a manner that is:

- 12.1.1. Organized into related sections with entries in chronological order;
- 12.1.2. Easy to read and understand;
- 12.1.3. Complete, containing all the parts; and
- 12.1.4. Up-to-date, including notes of most recent contacts.

12.2. The client record shall include, at a minimum, the following components, organized as follows:

12.2.1. First section, Intake/Initial Information:

12.2.1.1. Identification data, including the client's:

- 12.2.1.1.1. Name;
- 12.2.1.1.2. Date of birth;
- 12.2.1.1.3. Address;
- 12.2.1.1.4. Telephone number; and
- 12.2.1.1.5. The last 4 digits of the client's Social Security number;

12.2.1.2. The date of admission;

12.2.1.3. If either of these have been appointed for the client, the name and address of:

- 12.2.1.3.1. The guardian; and
- 12.2.1.3.2. The representative payee;

12.2.1.4. The name, address, and telephone number of the person to contact in the event of an emergency;

12.2.1.5. Contact information for the person or entity referring the client for services, as applicable;

12.2.1.6. The name, address, and telephone number of the primary health care contractor;

12.2.1.7. The name, address, and telephone number of the behavioral health care contractor, if applicable;

12.2.1.8. The name and address of the client's public or private health insurance contractor(s), or both;

12.2.1.9. The client's religious preference, if any;

12.2.1.10. The client's personal health history;

12.2.1.11. The client's mental health history;

12.2.1.12. Current medications;

12.2.1.13. Records and reports prepared prior to the client's current admission and determined by the counselor to be relevant; and

12.2.1.14. Signed receipt of notification of client rights;

12.2.2. Second section, Screening/Assessment/Evaluation:

12.2.2.1. Documentation of all elements of screening, assessment and evaluation required by Exhibit A, Sections 6 and 10.2;

12.2.3. Third section, Treatment Planning:

12.2.3.1. The individual treatment plan, updated at designated intervals in accordance with Sections 10.2 – 10.5 above; and



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- 12.2.3.2. Signed and dated progress notes and reports from all programs involved, as required by Section 10.8 above;
- 12.2.4. Fourth section, Discharge Planning:
  - 12.2.4.1. A narrative discharge summary, as required by Sections 11.2 and 11.3 above;
- 12.2.5. Fifth section, Releases of Information/Miscellaneous:
  - 12.2.5.1. Release of information forms compliant with 42 CFR, Part 2;
  - 12.2.5.2. Any correspondence pertinent to the client; and
  - 12.2.5.3. Any other information the contractor deems significant.
- 12.3. If the contractor utilizes a paper format client record system, then the sections in Section 12.3 above shall be tabbed sections.
- 12.4. If the contractor utilizes an electronic format, the sections in Section 12.3 above shall not apply provided that all information listed in Section 12.3 above is included in the electronic record.
- 12.5. All client records maintained by the contractor or its sub-contractors, including paper files, facsimile transmissions, or electronic data transfers, shall be strictly confidential.
- 12.6. All confidential information shall be maintained within a secure storage system at all times as follows:
  - 12.6.1. Paper records and external electronic storage media shall be kept in locked file cabinets;
  - 12.6.2. All electronic files shall be password protected; and
  - 12.6.3. All confidential notes or other materials that do not require storage shall be shredded immediately after use.
  - 12.6.4. Contractors shall retain client records after the discharge or transfer of the client, as follows:
    - 12.6.4.1. For a minimum of 7 years for an adult; and
    - 12.6.4.2. For a minimum of 7 years after age of majority for children.
- 12.7. In the event of a program closure, the contractor closing its treatment program shall arrange for the continued management of all client records. The closing contractor shall notify the department in writing of the address where records will be stored and specify the person managing the records.
- 12.8. The closing contractor shall arrange for storage of each record through one or more of the following measures:
  - 12.8.1. Continue to manage the records and give written assurance to the department that it will respond to authorized requests for copies of client records within 10 working days;
  - 12.8.2. Transfer records of clients who have given written consent to another contractor; or
  - 12.8.3. Enter into a limited service organization agreement with another contractor to store and manage records.
- 13. Medication Services.
  - 13.1. No administration of medications, including physician samples, shall occur except by a licensed medical practitioner working within their scope of practice.
  - 13.2. All prescription medications brought by a client to program shall be in their original containers and legibly display the following information:
    - 13.2.1. The client's name;
    - 13.2.2. The medication name and strength;
    - 13.2.3. The prescribed dose;
    - 13.2.4. The route of administration;





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- 13.2.5. The frequency of administration; and
- 13.2.6. The date ordered.
- 13.3. Any change or discontinuation of prescription medications shall require a written order from a licensed practitioner.
- 13.4. All prescription medications, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be kept on the client's person or stored in the client's room, shall be stored as follows:
  - 13.4.1. All medications shall be kept in a storage area that is:
    - 13.4.1.1. Locked and accessible only to authorized personnel;
    - 13.4.1.2. Organized to allow correct identification of each client's medication(s);
    - 13.4.1.3. Illuminated in a manner sufficient to allow reading of all medication labels; and
    - 13.4.1.4. Equipped to maintain medication at the proper temperature;
  - 13.4.2. Schedule II controlled substances, as defined by RSA 318-B:1-b, shall be kept in a separately locked compartment within the locked medication storage area and accessible only to authorized personnel; and
  - 13.4.3. Topical liquids, ointments, patches, creams and powder forms of products shall be stored in a manner such that cross-contamination with oral, optic, ophthalmic, and parenteral products shall not occur.
- 13.5. Medication belonging to personnel shall not be accessible to clients, nor stored with client medication.
- 13.6. Over-the-counter (OTC) medications shall be handled in the following manner:
  - 13.6.1. Only original, unopened containers of OTC medications shall be allowed to be brought into the program;
  - 13.6.2. OTC medication shall be stored in accordance with Section 13.4 above.
  - 13.6.3. OTC medication containers shall be marked with the name of the client using the medication and taken in accordance with the directions on the medication container or as ordered by a licensed practitioner;
- 13.7. All medications self-administered by a client, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be taken by the client without supervision, shall be supervised by the program staff, as follows:
  - 13.7.1. Staff shall remind the client to take the correct dose of his or her medication at the correct time;
  - 13.7.2. Staff may open the medication container but shall not be permitted to physically handle the medication itself in any manner;
  - 13.7.3. Staff shall remain with the client to observe them taking the prescribed dose and type of medication;
- 13.8. For each medication taken, staff shall document in an individual client medication log the following:
  - 13.8.1. The medication name, strength, dose, frequency and route of administration;
  - 13.8.2. The date and the time the medication was taken;
  - 13.8.3. The signature or identifiable initials of the person supervising the taking of said medication; and
  - 13.8.4. The reason for any medication refused or omitted.
- 13.9. Upon a client's discharge:
  - 13.9.1. The client medication log in Section 13.8 above shall be included in the client's record; and
  - 13.9.2. The client shall be given any remaining medication to take with him or her
- 14. Notice of Client Rights



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- 14.1. Programs shall inform clients of their rights under these rules in clear, understandable language and form, both verbally and in writing as follows:
  - 14.1.1. Applicants for services shall be informed of their rights to evaluations and access to treatment;
  - 14.1.2. Clients shall be advised of their rights upon entry into any program and at least once a year after entry;
  - 14.1.3. Initial and annual notifications of client rights in Section 14 above shall be documented in the client's record; and
- 14.2. Every program within the service delivery system shall post notice of the rights, as follows:
  - 14.2.1. The notice shall be posted continuously and conspicuously;
  - 14.2.2. The notice shall be presented in clear, understandable language and form; and
  - 14.2.3. Each program and residence shall have on the premises complete copies of rules pertaining to client rights that are available for client review.
15. Fundamental Rights.
  - 15.1. No person receiving treatment for a substance use disorder shall be deprived of any legal right to which all citizens are entitled solely by reason of that person's admission to the treatment services system.
16. Personal Rights.
  - 16.1. Persons who are applicants for services or clients in the service delivery system shall be treated by program staff with dignity and respect at all times.
  - 16.2. Clients shall be free from abuse, neglect and exploitation including, at a minimum, the following:
    - 16.2.1. Freedom from any verbal, non-verbal, mental, physical, or sexual abuse or neglect;
    - 16.2.2. Freedom from the intentional use of physical force except the minimum force necessary to prevent harm to the client or others; and
    - 16.2.3. Freedom from personal or financial exploitation.
  - 16.3. Clients shall have the right to privacy.
17. Client Confidentiality
  - 17.1. All contractors shall adhere to the confidentiality requirements in 42 CFR part 2.
  - 17.2. In cases where a client, attorney or other authorized person, after review of the record, requests copies of the record, a program shall make such copies available free of charge for the first 25 pages and not more than 25 cents per page thereafter.
  - 17.3. If a minor age 12 or older is treated for drug abuse without parental consent as authorized by RSA 318:B12-a, the following shall apply:
    - 17.3.1. The minor's signature alone shall authorize a disclosure; and
    - 17.3.2. Any disclosure to the minor's parents or guardians shall require a signed authorization to release.
18. Client Grievances
  - 18.1. Clients shall have the right to complain about any matter, including any alleged violation of a right afforded by these rules or by any state or federal law or rule.
  - 18.2. Any person shall have the right to complain or bring a grievance on behalf of an individual client or a group of clients.
  - 18.3. The rules governing procedures for protection of client rights found at He-C 200 shall apply to such complaints and grievances.
19. Treatment Rights.
  - 19.1. Each client shall have the right to adequate and humane treatment, including:
    - 19.1.1. The right of access to treatment including:



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- 19.1.1.1. The right to evaluation to determine an applicant's need for services and to determine which programs are most suited to provide the services needed;
- 19.1.1.2. The right to provision of necessary services when those services are available, subject to the admission and eligibility policies and standards of each program; and
- 19.1.2. The right to quality treatment including:
  - 19.1.2.1. Services provided in keeping with evidence-based clinical and professional standards applicable to the persons and programs providing the treatment and to the conditions for which the client is being treated;
- 19.1.3. The right to receive services in such a manner as to promote the client's full participation in the community;
- 19.1.4. The right to receive all services or treatment to which a person is entitled in accordance with the time frame set forth in the client's individual treatment plan;
- 19.1.5. The right to an individual treatment plan developed, reviewed and revised in accordance with Sections 10.1 – 10.5 above which addresses the client's own goals;
- 19.1.6. The right to receive treatment and services contained in an individual treatment plan designed to provide opportunities for the client to participate in meaningful activities in the communities in which the client lives and works;
- 19.1.7. The right to service and treatment in the least restrictive alternative or environment necessary to achieve the purposes of treatment including programs which least restrict:
  - 19.1.7.1. Freedom of movement; and
  - 19.1.7.2. Participation in the community, while providing the level of support needed by the client;
- 19.1.8. The right to be informed of all significant risks, benefits, side effects and alternative treatment and services and to give consent to any treatment, placement or referral following an informed decision such that:
  - 19.1.8.1. Whenever possible, the consent shall be given in writing; and
  - 19.1.8.2. In all other cases, evidence of consent shall be documented by the program and shall be witnessed by at least one person;
- 19.1.9. The right to refuse to participate in any form of experimental treatment or research;
- 19.1.10. The right to be fully informed of one's own diagnosis and prognosis;
- 19.1.11. The right to voluntary placement including the right to:
  - 19.1.11.1. Seek changes in placement, services or treatment at any time; and
  - 19.1.11.2. Withdraw from any form of voluntary treatment or from the service delivery system;
- 19.1.12. The right to services which promote independence including services directed toward:
  - 19.1.12.1. Eliminating, or reducing as much as possible, the client's needs for continued services and treatment; and
  - 19.1.12.2. Promoting the ability of the clients to function at their highest capacity and as independently as possible;
- 19.1.13. The right to refuse medication and treatment;
- 19.1.14. The right to referral for medical care and treatment including, if needed, assistance in finding such care in a timely manner;
- 19.1.15. The right to consultation and second opinion including:
  - 19.1.15.1. At the client's own expense, the consultative services of:



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- 19.1.15.1.1. Private physicians;
- 19.1.15.1.2. Psychologists;
- 19.1.15.1.3. Licensed drug and alcohol counselors; and
- 19.1.15.1.4. Other health practitioners; and
- 19.1.15.2. Granting to such health practitioners reasonable access to the client, as required by Section 19.1.15, in programs and allowing such practitioners to make recommendations to programs regarding the services and treatment provided by the programs;
- 19.1.16. The right, upon request, to have one or more of the following present at any treatment meeting requiring client participation and informed decision-making:
  - 19.1.16.1. Guardian;
  - 19.1.16.2. Representative;
  - 19.1.16.3. Attorney;
  - 19.1.16.4. Family member;
  - 19.1.16.5. Advocate; or
  - 19.1.16.6. Consultant; and
- 19.1.17. The right to freedom from restraint including the right to be free from seclusion and physical, mechanical or pharmacological restraint.
- 19.2. No treatment professional shall be required to administer treatment contrary to such professional's clinical judgment.
- 19.3. Programs shall, whenever possible, maximize the decision-making authority of the client.
- 19.4. In furtherance of Section 19.3 above, the following provisions shall apply to clients for whom a guardian has been appointed by a court of competent jurisdiction:
  - 19.4.1. The program shall ensure that in the course of service provision, the guardian and all persons involved in the provision of service are made aware of the client's views, preferences and aspirations;
  - 19.4.2. A guardian shall only make decisions that are within the scope of the powers set forth in the guardianship order issued by the court;
  - 19.4.3. The program shall request a copy of the guardianship order from the guardian and the order shall be kept in the client's record at the program;
  - 19.4.4. If any issues arise relative to the provision of services and supports which are outside the scope of the guardian's decision-making authority as set forth in the guardianship order, the client's choice and preference relative to those issues shall prevail unless the guardian's authority is expanded by the court to include those issues;
  - 19.4.5. A program shall take such steps as are necessary to prevent a guardian from exceeding the decision-making authority granted by the court including:
    - 19.4.5.1. Reviewing with the guardian the limits on his or her decision-making authority; and
    - 19.4.5.2. If necessary, bringing the matter to the attention of the court that appointed the guardian;
  - 19.4.6. The guardian shall act in a manner that furthers the best interests of the client;
  - 19.4.7. In acting in the best interests of the client, the guardian shall take into consideration the views, preferences and aspirations of the client;
  - 19.4.8. The program shall take such steps as are necessary to prevent a guardian from acting in a manner that does not further the best interests of the client and, if necessary, bring the matter to the attention of the court that appointed the guardian; and



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- 19.4.9. In the event that there is a dispute between the program and the guardian, the program shall inform the guardian of his or her right to bring the dispute to the attention of the probate court that appointed the guardian.
20. Termination of Services.
- 20.1. A client shall be terminated from a contractor's service if the client:
- 20.1.1. Endangers or threatens to endanger other clients or staff, or engages in illegal activity on the property of the program;
  - 20.1.2. Is no longer benefiting from the service(s) he or she is receiving;
  - 20.1.3. Cannot agree with the program on a mutually acceptable course of treatment;
  - 20.1.4. Refuses to pay for the services that he or she is receiving despite having the financial resources to do so; or
  - 20.1.5. Refuses to apply for benefits that could cover the cost of the services that he or she is receiving despite the fact that the client is or might be eligible for such benefits.
- 20.2. A termination from a contractor's services shall not occur unless the program has given both written and verbal notice to the client and client's guardian, if any, that:
- 20.2.1. Give the effective date of termination;
  - 20.2.2. List the clinical or management reasons for termination; and
  - 20.2.3. Explain the rights to appeal and the appeal process pursuant to He-C 200.
- 20.3. A contractor shall document in the record of a client who has been terminated that:
- 20.3.1. The client has been notified of the termination; and
  - 20.3.2. The termination has been approved by the program director.
21. Client Rights in Residential Programs.
- 21.1. In addition to the foregoing rights, clients of residential programs shall also have the following rights:
- 21.1.1. The right to a safe, sanitary and humane living environment;
  - 21.1.2. The right to privately communicate with others, including:
    - 21.1.2.1. The right to send and receive unopened and uncensored correspondence;
    - 21.1.2.2. The right to have reasonable access to telephones and to be allowed to make and to receive reasonable numbers of telephone calls except that residential programs may require a client to reimburse them for the cost of any calls made by the client;
    - 21.1.2.3. The right to receive and to refuse to receive visitors except that residential programs may impose reasonable restrictions on the number and time of visits in order to ensure effective provision of services; and
  - 21.1.3. The right to engage in social and recreational activities including the provision of regular opportunities for clients to engage in such activities;
  - 21.1.4. The right to privacy, including the following:
    - 21.1.4.1. The right to courtesies such as knocking on closed doors before entering and ensuring privacy for telephone calls and visits;
    - 21.1.4.2. The right to opportunities for personal interaction in a private setting except that any conduct or activity which is illegal shall be prohibited; and
    - 21.1.4.3. The right to be free from searches of their persons and possessions except in accordance with applicable constitutional and legal standards;
  - 21.1.5. The right to individual choice, including the following:
    - 21.1.5.1. The right to keep and wear their own clothes;
    - 21.1.5.2. The right to space for personal possessions;
    - 21.1.5.3. The right to keep and to read materials of their own choosing;
    - 21.1.5.4. The right to keep and spend their own money; and



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- 21.1.5.5. The right not to work and to be compensated for any work performed, except that:
  - 21.1.5.5.1. Clients may be required to perform personal housekeeping tasks within the client's own immediate living area and equitably share housekeeping tasks within the common areas of the residence, without compensation; and
  - 21.1.5.5.2. Clients may perform vocational learning tasks or work required for the operation or maintenance of a residential program, if the work is consistent with their individual treatment plans and the client is compensated for work performed; and
- 21.1.6. The right to be reimbursed for the loss of any money held in safekeeping by the residence.
- 21.2. Nothing in Section 21 shall prevent a residence from having policies governing the behavior of the residents.
- 21.3. Clients shall be informed of any house policies upon admission to the residence.
- 21.4. House policies shall be posted and such policies shall be in conformity with this section.
- 21.5. House policies shall be periodically reviewed for compliance with this section in connection with quality assurance site visits.
- 21.6. Notwithstanding Section 21.1.4.3 above, contractors may develop policies and procedures that allow searches for alcohol and illicit drugs be conducted:
  - 21.6.1. Upon the client's admission to the program; and
  - 21.6.2. If probable cause exists, including such proof as:
    - 21.6.2.1. A positive test showing presence of alcohol or illegal drugs; or
    - 21.6.2.2. Showing physical signs of intoxication or withdrawal.

Contactor Initials:   
Date: 2/24/16