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

BUREAU OF DRUG AND ALCOHOL SERVICES

Nicholas A. Toumpas
Commissioner

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

Nancy L. Rollins
Associate Commissioner

June 11, 2013

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

52.6% Federal
47.4% General

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Drug and Alcohol Services, to exercise renewal options with vendors by increasing the price limitations by \$69,411 in aggregate from \$15,413,217 to \$15,482,628 in aggregate for a continuum of substance abuse treatment services state-wide and extending the completion date from June 30, 2013 to June 30, 2014, effective July 1, 2013 or date of Governor and Council approval, whichever is later.

Summary of contracted amounts by vendor:

<u>Vendor</u>	<u>Amount</u>
Grafton County	\$69,411
TOTAL	\$69,411

Funds to support this request are anticipated to be available in the following accounts in SFY 2014 upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and amend the related terms of the contracts without further approval from 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 (100% General Funds)

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)

Please see attachment for financial details

EXPLANATION

The requested action seeks approval of the 17th of 17 agreements (Governor and Council approved 15 of the agreements as a single item on June 5, 2013, as of this writing, the 16th agreement is on the agenda for June 19, 2013) and represents \$69,4121 of the \$7,741,314 total anticipated to be spent state-wide to provide a continuum of substance abuse treatment services via the accounting codes listed. These services include

community based outpatient, intensive outpatient, residential, transitional living, and recovery support services, including specialized treatment services for pregnant and parenting women and their children. This request seeks to exercise the renewal option that exists within each of the vendor contracts. This is the last of the agreements that remained to be presented to Governor and Executive Council for this procurement.

Client eligibility for treatment services is targeted at those either unable to pay for services or able to pay only part of the cost of services, and who has or is suspected of having an alcohol or other drug abuse problem, and who is a resident of the State of New Hampshire or is homeless in NH. All clients discharged from treatment services supported by this contract will be referred to care coordination and recovery-support aftercare services as clinically appropriate, supported separately by the Federal Access to Recovery Grant.

The State is migrating toward a Resiliency and Recovery Oriented Systems of Care. Recovery-oriented systems of care 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. In addition, these contracts will continue to allow the State to improve the quality and array of services available to clients. Quality improvement efforts include the exchange of data and information that will support "data driven" prevention and treatment programming to better address the needs to the region.

The New Hampshire Office of Energy and Planning reported the 2009 Population Estimates of New Hampshire Cities and Towns as 1,324,575. The National Survey on Drug Use and Health commissioned by the Substance Abuse and Mental Health Services Administration in 2008/2009 reported the following demographic data for New Hampshire:

- Alcohol Abuse: 97,630 (7% of population)
- Alcohol dependence: 44,850 (3% of population)
- Illicit Drug Abuse: 43,810 (3% of population)
- Illicit Drug Dependence: 32,240 (2% of population)
- Substance Abuse: 126,630 (10% of population)
- Needing but not receiving treatment for alcohol abuse: 93,990 (7% of population)
- Needing but not receiving treatment for illicit drug use: 39,390 (3% of population)

In addition, the New Hampshire Medical Examiner office reported 172 drug related overdose deaths in NH during 2010. The New Hampshire Administrative Office of the Courts reported 9,500 arrests and 5,000 convictions for Driving While Impaired in 2009. Approximately 90% of individuals arrested for Driving While Impaired have an underlying substance abuse disorder according to the National Institute on Alcohol Abuse and Alcoholism.

Should the Governor and Executive Council determine to not authorize this Request, agencies would not have sufficient resources to promote, implement 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 service would place that Block Grant in jeopardy.

The vendors were originally selected for this agreement through a competitive bid process. This request covers services for the period July 1, 2013 to June 30, 2014, and anticipates exercising the option to renew for one additional year as provided all of the previous vendor contracts, pending availability of funding, the agreement of the parties and approval of Governor and Council. These services were contracted previously with the listed vendors in State Fiscal Year 2013 in the amount of \$7,741,314 in the aggregate. This agreement represents level funding of all vendors.

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

- Utilization criteria will be applied exclusively on a month-by-month basis according to the criteria below.

- i. Contracts running at 90% to 100% of utilization in a given month will be reimbursed at 100% of the contracted rate for that month.
 - ii. Contracts running at 80% to 89% of utilization in a given month will be reimbursed at rate of 95% of the contracted rate for that month.
 - iii. Contracts running below 80% of utilization in a given month will be reimbursed at the rate of utilization for that month (for example for a given month in which utilization was 59% the contractor would be reimbursed at 59% of the contracted rate for that month).
- Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received. The following Access Criteria must be met for a minimum of 80% of prospective clients (from clients or referring agencies) for the month in which billing is being submitted:
 - i. Treatment contractors are required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.
 - ii. Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening.
 - A minimum of 70% of clients, which have completed or otherwise are no longer receiving services, will have met the minimum retention standards for the modality of services received as noted below:
 - i. Have completed a minimum of 6 sessions of outpatient treatment services
 - ii. Have completed a minimum of 8 days of intensive outpatient treatment services – only those days in which a client has participated in minimum of 10 units (2.5 hours) of service per day (12 units per day is the standard for I intensive outpatient treatment services) may be counted.
 - iii. Have completed a minimum of 14 days of residential treatment service
 - iv. Has completed a minimum of 28 days in a transitional living/halfway house residential program.

Contractors, with the exception of those agencies that only offer outpatient services, are required to develop the capacity for group recovery support aftercare services for a minimum of 25% of the number treatment clients (including outpatient and transitional living program clients) they are under contract to serve. Group recovery support aftercare services are services that are consistent with an individual's recovery plan that prevent relapse and enhance or remove barriers to recovery. Recovery Support Services include, but are not limited to, guidance in financial management, parenting, vocational training, life management and spiritual counseling as well as transportation and child-care. These group recovery support services are for clients discharged from substance use disorder treatment services provided under contract with the Bureau of Drug and Alcohol Services on behalf of the Department, which may include clients that had received SUD treatment from the Contractor or a different agency. Contractors are only allowed to access these services for their clients or clients that had received substance use disorder treatment from a different agency through the statewide care coordination program under agreement with the Bureau of Drug and Alcohol Services on behalf of the Department.

All treatment programs under contract with the Bureau of Drug and Alcohol Services on behalf of the Department are required to report on the National Outcome Measures (see attached) established by the Substance Abuse and Mental Health Services Administration, as required in the Federal Substance Abuse Prevention and Treatment Block Grant, via the Electronic Health Record/Web Infrastructure Treatment System. The Department of Health and Human Services reserves the right to consider Contractor performance across all of the domains in future funding decisions. The Contractor is expected to meet or exceed these percentages as measured by the Electronic Health Record/Web Infrastructure Treatment System.

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
June 11, 2013
Page 4 of 4

Area served: Statewide for the entire procurement. Grafton County for this Request.

Source of Funds: 52.6% Federal Funds from Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant and 47.4% General .

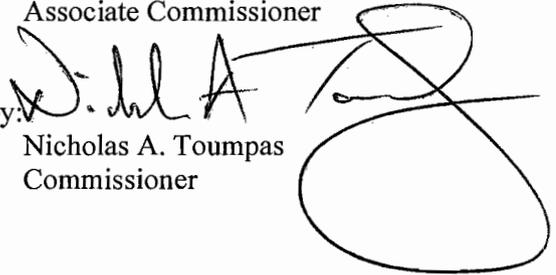
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Nancy L. Rollins
Associate Commissioner

Approved by:



Nicholas A. Toumpas
Commissioner



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

This first Amendment to the Substance Abuse Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment #1") dated this April 24th day of 2013, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Grafton County (hereinafter referred to as "the Contractor"), with a place of business at 3787 Dartmouth College Highway, North Haverhill, New Hampshire.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 20, 2012, 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, Paragraph 17, the State may, extend the agreement by one year by written agreement of the parties;

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

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

- 1) Amendment and modification of P-37 "Agreement";
 - a) Change Completion date in Block 1.7 of the P-37 to read June 30, 2014.
 - b) Change Price Limitation in Block 1.8 of the P-37 to read \$ 138,822.00
- 2) Amendment and modification of Exhibit A;
 - a) **Delete** "CONTRACT PERIOD: July 1, 2012, or date of G&C approval, whichever is later, Through June 30, 2013"
 - b) **Change II A from:** "The contractor shall provide treatment services in the geographic area(s)/location(s) as specified below:"
Change to: "The contractor shall provide treatment services, in each State Fiscal Year, in the geographic area(s)/location(s) as specified below:"
 - c) **Change II B Group Recovery Support Services from:** "Contractors, with the exception of those agencies that only offer outpatient services, are required to develop the capacity for group recovery support aftercare services for a minimum of 50% of the number treatment clients (including outpatient and transitional living program clients) they are under contract to serve. These group recovery support services are for clients discharged from substance use disorder (SUD) treatment services provided under contract with BDAS on behalf of DHHS, which may include clients that had received SUD treatment from the Contractor or a different agency. Contractors are only allowed to access these services for their clients or clients that had received SUD treatment from a different agency through the statewide care coordination program under agreement with BDAS on behalf of DHHS."

New Hampshire Substance Abuse Treatment and Recovery Support Services



Change to: "Contractors, with the exception of those agencies that only offer outpatient services, are required to develop the capacity for group recovery support aftercare services for a minimum of 25% of the number treatment clients (including outpatient and transitional living program clients) they are under contract to serve. These group recovery support services are for clients discharged from substance use disorder (SUD) treatment services provided under contract with BDAS on behalf of DHHS, which may include clients that had received SUD treatment from the Contractor or a different agency. Contractors are only allowed to access these services for their clients or clients that had received SUD treatment from a different agency through the statewide care coordination program under agreement with BDAS on behalf of DHHS."

d) **Delete Table SAMHSA National Outcome Measures**

Replace with:

Table SAMHSA National Outcome Measures

<i>DOMAIN</i>	<i>OUTCOME</i>	<i>SUBSTANCE ABUSE TREATMENT MEASURES</i>
Access	Reduce the wait time for Intake & Admission	<ul style="list-style-type: none"> 80% of clients will receive a telephone eligibility screening of the initial first contact with the Contractor and those who screen eligible will receive an intake within 5 business days of the eligibility screening and 80% of clients who meet admission criteria will be admitted to services or interim services within 5 business days of intake.
Retention	Increase retention in substance abuse treatment	70% of clients that have participated in the minimum participation requirement. See section in the following pay for performance paragraph.
Capacity	Increase service capacity	Increase by 10% the (unduplicated) number of clients receiving service from previous year – DHHS will not be held to this standard for SFY 2013 due to significant budget reductions.
Social Connectedness	Increased recovery supports/ connections	25% of clients participate in care coordination and post treatment recovery support services (RSS).
Perception of Care	Client perception of care	Under development
Cost Effectiveness	Cost effectiveness (average cost)	Average Contractor cost per client for services provided per client are within 10% of the average statewide cost per client of service for each modality of service.

New Hampshire Substance Abuse Treatment and Recovery Support Services



DOMAIN	OUTCOME	SUBSTANCE ABUSE TREATMENT MEASURES
Use of Evidenced-Based Practices	Use of Evidenced-Based Practices	<ul style="list-style-type: none"> • WITS Electronic Health Record • ASI or GAIN Assessment • NIDA/SAMHSA MATRS Treatment Planning model • Clinical model for treatment services recognized by National Registry of Evidence Based Programs and Practices (NREPP).

- 3) Amendment and modification of Exhibit B;
 - a) **Delete** "CONTRACT PERIOD: July 1, 2012, or date of G&C approval, whichever is later, through June 30, 2013"
 - b) **Change from** Section II: "The total amount of all payments made to the Contractor for cost and expenses incurred in the performance of the services, as detailed in Exhibit B, during the period of the contract shall not exceed:"
Change to: "The total amount of all payments made to the Contractor for cost and expenses incurred in the performance of the services during each State Fiscal Year of the contract shall not exceed:"
 - c) Delete in Section II; "TOTAL: \$69,411.00"
- 4) **Add** Exhibit B-1

New Hampshire Substance Abuse 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

11 June 2013
Date

Nancy L. Rollins
Nancy L. Rollins
Associate Commissioner

Grafton County

6.5.13
Date

Julie H. Clough
Name:
Title:

Acknowledgement:

State of NH, County of Grafton on 6.5.13, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Leslie A. Lackie
Name and Title of Notary or Justice of the Peace
LESLIE A. LACKIE, Notary Public
My Commission Expires December 31, 2013

New Hampshire Substance Abuse 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

19 June 2013
Date

Jeanne P. Herick
Name: *Jeanne P. Herick*
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

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

Bidder/Program Name: Grafton County Department of Corrections
Budget Request for: Substance Abuse Treatment Services

Budget Period: State Fiscal Year 2014

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 47,650.00	\$ -	\$ 47,650.00	\$ -	\$ -	\$ -	\$ 47,650.00	\$ -	\$ 47,650.00
2. Employee Benefits	\$ 23,588.00	\$ -	\$ 23,588.00	\$ 1,827.00	\$ -	\$ 1,827.00	\$ 21,761.00	\$ -	\$ 21,761.00
3. Consultants	\$ 23,296.00	\$ -	\$ 23,296.00	\$ 23,296.00	\$ -	\$ 23,296.00	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ 1,500.00	\$ -	\$ 1,500.00	\$ 1,500.00	\$ -	\$ 1,500.00	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ 361.00	\$ -	\$ 361.00	\$ 361.00	\$ -	\$ 361.00	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 96,395.00	\$ -	\$ 96,395.00	\$ 26,984.00	\$ -	\$ 26,984.00	\$ 69,411.00	\$ -	\$ 69,411.00

Indirect As A Percent of Direct 0.0%

Contractor Initials *RD* Date 6-5-13 Page 1

CERTIFICATE OF VOTE
(Corporation without Seal)

I, Raymond S. Burton, do hereby certify that:
(Name of Clerk of the Corporation; cannot be contract signatory)

- I am a duly elected Clerk of the Grafton County Board of Commissioners
(Corporation Name)
- The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on June 25, 2013
(Date)

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 Governor's Commission Funding services.

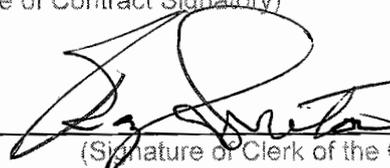
RESOLVED: That the Executive Director
(Title of Contract Signatory)

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.

- The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 25th day of June, 2013.
(Date Contract Signed)

4. Julie L. Clough is the duly ~~elected~~ ^{appointed} Executive Director
(Name of Contract Signatory) (Title of Contract Signatory)

of the Corporation.



(Signature of Clerk of the Corporation)

STATE OF NEW HAMPSHIRE
County of Grafton

The forgoing instrument was acknowledged before me this 25th day of June, 2013,

By Raymond S. Burton
(Name of Clerk of the Corporation)



(Notary Public/Justice of the Peace)

Commission Expires: 12/31/13

(NOTARY SEAL)



CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) 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, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ 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 Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ 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 Primex³. 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.

Participating Member: Grafton County 3855 Dartmouth College Highway Box #1 North Haverhill, NH 03774	Member Number: 603	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624
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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"/> General Liability (Occurrence Form) <input type="checkbox"/> Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2013	7/1/2014	Each Occurrence	\$ 5,000,000
			General Aggregate	\$ 5,000,000
			Fire Damage (Any one fire)	\$
			Med Exp (Any one person)	\$
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: \$1,000 <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
			Aggregate	
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	7/1/2013	7/1/2014	<input checked="" type="checkbox"/> Statutory	
			Each Accident	\$2,000,000
			Disease - Each Employee	\$2,000,000
			Disease - Policy Limit	\$
<input type="checkbox"/> Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ - NH Public Risk Management Exchange
State of NH, DHHS 105 Pleasant St Concord, NH 03301			By: <i>Tammy Denver</i>
			Date: 6/5/2013 tdenver@nhprimex.org
			Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax



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

BUREAU OF DRUG AND ALCOHOL SERVICES

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

May 24, 2012

Approved by: GTC
 Date: 6/20/12
 Item No.: 96
 Contract No.: 1024221

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Drug & Alcohol Services, to enter into an agreement with County of Grafton (Vendor # 177397), 3865 Dartmouth College Highway, North Haverhill, NH, to provide for a continuum of substance abuse treatment services, in an amount not to exceed \$69,411.00 to be effective July 1, 2012 or date of Governor and Council approval, whichever is later, through June 30, 2013. Funds are available in the following accounts for State Fiscal Year 2013:

05-95-95-958410-1388 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBCS TREATMENT AND PREVENTION, GOVERNOR

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95848501	\$34,706.00
			Subtotal	\$34,706.00

05-95-95-958410-1387 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBCS TREATMENT & PREVENTION, TREATMENT-PREVENTION-STATE

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95841387	\$34,705.00
			Subtotal	\$34,705.00
			Total	\$69,411.00

EXPLANATION

The purpose of this agreement is to provide a continuum of substance abuse treatment services such as community based outpatient, intensive outpatient, residential, transitional living, and recovery support services, including specialized treatment services for pregnant and parenting women and their children, in the Grafton County House of Corrections.

Client eligibility for treatment services is targeted at those either unable to pay for services or able to pay only part of the cost of services, and who has or is suspected of having an alcohol or other drug abuse problem, and who is a resident of the State of New Hampshire or is homeless in NH. All clients discharged from treatment services supported by this contract will be referred to care coordination and recovery-support aftercare services as clinically appropriate, supported separately by the Federal Access to Recovery Grant.

The State is migrating toward a Resiliency and Recovery Oriented Systems of Care. Recovery-oriented systems of care 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. In addition, this contract will allow the State to improve the quality and array of services available to clients. Quality improvement efforts include the exchange of data and information that will support "data driven" prevention and treatment programming to better address the needs to the region.

The New Hampshire Office of Energy and Planning reported the 2009 Population Estimates of New Hampshire Cities and Towns as 1,324,575. The National Survey on Drug Use and Health commissioned by the Substance Abuse and Mental Health Services Administration in 2008/2009 reported the following demographic data for New Hampshire:

- Alcohol Abuse: 97,630 (7% of population)
- Alcohol dependence: 44,850 (3% of population)
- Illicit Drug Abuse: 43,810 (3% of population)
- Illicit Drug Dependence: 32,240 (2% of population)
- Substance Abuse: 126,630 (10% of population)
- Needing but not receiving treatment for alcohol abuse: 93,990 (7% of population)
- Needing but not receiving treatment for illicit drug use: 39,390 (3% of population)

In addition, the New Hampshire Medical Examiner office reported 172 drug-related overdose deaths in NH during 2010. The New Hampshire Administrative Office of the Courts reported 9,500 arrests and 5,000 convictions for Driving While Impaired in 2009. Approximately 90% of individuals arrested for Driving While Impaired have an underlying substance abuse disorder according to the National Institute on Alcohol Abuse and Alcoholism.

Should the Governor and Executive Council determine to not authorize this Request, agencies would not have sufficient resources to promote, implement 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 service would place that Block Grant in jeopardy.

County of Grafton was selected for this agreement through a competitive bid process. A Request for Proposals was posted on the Department's web site on March 6, 2012 through April 2, 2012. In addition, a bidder's conference was held on March 12, 2012.

A total of 19 proposals were received. A review committee of three professionals reviewed each proposal. All reviewers have between three to twenty years experience managing agreements with vendors for various public health programs. Areas of specific expertise include: maternal and child health; substance abuse prevention and treatment; chronic and communicable diseases; and public health infrastructure. Eighteen of the proposals were selected for funding based on review criteria that included availability of funds, consistency with stated funding priorities, technical score, and equitable geographic distribution. The agency that was not selected did not meet the minimum scoring criteria established for funding. The Bid Summary is attached.

This request covers services for the period July 1, 2012 to June 30, 2013, with an option to renew for one additional year, pending availability of funding, the agreement of the parties and approval of Governor and Council. These services were contracted previously with this agency in State Fiscal Year 2012 in the amount of \$69,411.00. This agreement represents level funding.

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

- Utilization criteria will be applied exclusively on a month-by-month basis according to the criteria below.
 - i. Contracts running at 90% to 100% of utilization in a given month will be reimbursed at 100% of the contracted rate for that month.
 - ii. Contracts running at 80% to 89% of utilization in a given month will be reimbursed at rate of 95% of the contracted rate for that month.
 - iii. Contracts running below 80% of utilization in a given month will be reimbursed at the rate of utilization for that month (for example for a given month in which utilization was 59% the contractor would be reimbursed at 59% of the contracted rate for that month).

- Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received. The following Access Criteria must be met for a minimum of 80% of prospective clients (from clients or referring agencies) for the month in which billing is being submitted:
 - i. Treatment contractors are required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.
 - ii. Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10-business days follow the eligibility screening.

- A minimum of 70% of clients, which have completed or otherwise are no longer receiving services, will have met the minimum retention standards for the modality of services received as noted below:
 - i. Have completed a minimum of 6 sessions of outpatient treatment services (OP)
 - ii. Have completed a minimum of 8 days of intensive outpatient treatment services (IOP) – only those days in which a client has participated in minimum of 10 units (2.5 hours) of service per day (12 units per day is the standard for IOP services) may be counted.
 - iii. Have completed a minimum of 14 days of residential treatment service
 - iv. Has completed a minimum of 28 days in a transitional living/halfway house residential program.

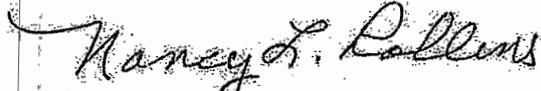
Area served: Grafton County House of Corrections.

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
May 24, 2012
Page 4 of 4

Source of Funds: 0% Federal Funds from Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, 95% General Funds and 5% Other (Highway) Funds.

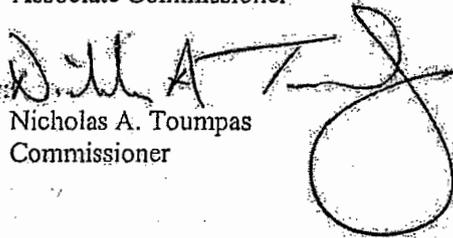
In the event that the Federal or Other Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Nancy L. Rollins
Associate Commissioner

Approved by:



Nicholas A. Toumpas
Commissioner

NLR/df

Subject: Substance Abuse Treatment and Recovery Support Services

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION

1.1. State Agency Name NH Department of Health and Human Services		1.2. State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3. Contractor Name Grafton County		1.4. Contractor Address 3865 Dartmouth College Highway, North Haverhill, NH	
1.5. Contractor Phone Number 603-787-2010	1.6. Account Number 05-95-95-958410-1387-102-500734 05-95-95-958410-1388-102-500734	1.7. Completion Date June 30, 2013	1.8. Price Limitation \$69,411.00
1.9. Contracting Officer for State Agency Nancy L. Rollins, Associate Commissioner		1.10. State Agency Telephone Number 603-271-4093	
1.11. Contractor Signature <i>Julie L. Clough</i>		1.12. Name and Title of Contractor Signatory Julie L. Clough, Executive Director	
1.13. Acknowledgement: State of New Hampshire, County of Grafton 522-12 On _____, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed on block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1. Signature of Notary Public or Justice of the Peace [Seal] <i>Leslie A. Lackie</i>		LESLIE A. LACKIE, Notary Public My Commission Expires December 31, 2013	
1.13.2. Name and Title of Notary or Justice of the Peace			
1.14. State Agency Signature <i>Nancy L. Rollins</i>		1.15. Name and Title of State Agency Signatory Nancy L. Rollins, Associate Commissioner	
1.16. Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17. Approval by the Attorney General (Form, Substance and Execution) By: <i>Julie S. Hervey</i> On: <i>4 June 2012</i> <i>Jeanne P. Hervey, Attorney</i>			
1.18. Approval by the Governor and Executive Council By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the governor and Executive Council of the State of new Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date"). 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 the block 1.8.

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

6.1 In connections with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

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

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provision 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 consent of the N.H. Department of Administrative services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

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

14. INSURANCE.

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

Certificates (s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior to 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 2810A 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 State Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

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

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

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

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

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

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

NH Department of Health and Human Services
 Division of Community Based Care Services
 Bureau of Drug and Alcohol Services
 Substance Use Disorder Treatment Services
 Exhibit A

I. General Provisions

CONTRACT PERIOD: July 1, 2012, or date of G&C approval, whichever is later,
 Through June 30, 2013

CONTRACTOR NAME: Grafton County

ADDRESS: 3865 Dartmouth College Highway, North Haverhill, NH

EXECUTIVE DIRECTOR: Julie Clough
TELEPHONE: 603-787-2019

II. Scope of Services

A. The Contractor shall provide treatment services in the geographic area(s)/location(s) as specified below:

Treatment Modality	# of FTE's	Geographic Area(s)/ Location(s)	Number of clients to be served during the contract period	\$ Awarded
Outpatient	.92	Grafton County	29	\$69,411.00

B. Required Services

Priority Admission:

- 1) The Contractor shall give admission preference to 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.
- 2) Individuals with a history of injection drug use including the provision of interim services within 14 days.
- 3) Individuals with a primary diagnosis of a substance use disorder, which may also include a co-occurring mental health disorder.
- 4) Individuals on medication-assisted treatment for co-occurring substance abuse and mental health disorders or various opiate replacement therapies, including, but not limited to, methadone, buprenorphine and naltrexone.

Required Outreach:

New Hampshire Department of Health & Human Services (DHHS) programs receiving federal treatment Block Grant funds requires that Contractors must publicize services available to pregnant or parenting women and injection drug users in need of substance abuse treatment and that these individuals receive preference for admission to treatment. This may be done as follows, but is not limited to, street outreach programs, ongoing public service announcements (radio/television), regular advertisements in local/regional print media, posters

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

17. Renewal:

As referenced in the Request for Proposals, Renewals Section, this competitively procured Agreement has the option to renew for one (1) additional year, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

18. 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.

19. 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.~~

SPECIAL PROVISIONS – DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean the 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: Whenever 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 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, Refer to RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated there under.

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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